



कार्यालय प्रमुख अभियन्ता एवं विभागाध्यक्ष
(प्रशिक्षण प्रकोष्ठ)
लोक निर्माण विभाग उत्तराखण्ड देहरादून।



Office of Engineer in Chief, PWD, Dehradun Uttarakhand

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पत्रांक- 646/125 प्रशिक्षण/25
सेवा में,

दिनांक- 26/07/2025

समस्त मुख्य अभियन्ता,
लो0नि0वि0,
।

विषय :- उत्तराखण्ड राज्य में ई-प्रोक्योरमेन्ट व्यवस्था के अन्तर्गत समस्त विभागों हेतु सामग्री, निर्माण कार्य तथा परामर्शी सेवाओं के लिए मानक निविदा प्रपत्र को लागू किये जाने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक सचिव, वित्त अनुभाग, उत्तराखण्ड शासन के पत्र सं0-1/310161/2025/XXXVII(9)/अधिप्राप्ति-01/2024/ई-77841 दिनांक 30 जून 2025 एवं संयुक्त सचिव, लो0नि0अनुभाग-2, उत्तराखण्ड शासन देहरादून के पत्र संख्या-ई-पत्रावली संख्या-31699(सामान्य)/2000 दिनांक 15 जुलाई 2025 की छायाप्रति इस आशय से प्रेषित की जा रही है कि ई-प्रोक्योरमेन्ट व्यवस्था के अन्तर्गत विभागों हेतु सामग्री, निर्माण कार्य तथा परामर्शी सेवाओं हेतु निविदा की समस्त प्रक्रियाओं के सम्पादन में संलग्न SBD में उल्लिखित प्राविधानानुसार अग्रेत्तर कार्यवाही करने का कष्ट करें।

संलग्न:- यथोपरि।

25.7.2025
(ई0 दयानन्द)

मुख्य अभियन्ता (अधिष्ठान)

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. मुख्य अभियन्ता (नियोजन), विभागाध्यक्ष कार्यालय, लो0नि0वि0 देहरादून।
2. समस्त अधीक्षण अभियन्ता, लोक निर्माण विभाग, उत्तराखण्ड।
3. अधिशासी अभियन्ता आई0टी0 सेल को पूर्ण SBD Documents विभागीय पोर्टल पर अपलोड करना सुनिश्चित करें।

मुख्य अभियन्ता (अधिष्ठान)

प्रेषक,

दिलीप जावलकर,
सचिव,
उत्तराखण्ड शासन।

सेवा में,

1. समस्त प्रमुख सचिव/सचिव,
उत्तराखण्ड शासन।

2. समस्त विभागाध्यक्ष/प्रमुख कार्यालयध्यक्ष,
उत्तराखण्ड।

वित्त अनुभाग-9

देहरादून: दिनांक

30

जून, 2025

विषय:- उत्तराखण्ड राज्य में ई-प्रोक्योरमेन्ट व्यवस्था के अन्तर्गत समस्त विभागों हेतु सामग्री, निर्माण कार्य तथा परामर्शी सेवाओं के लिये मानक निविदा प्रपत्र (Standard Bidding Document) को लागू किये जाने के सम्बन्ध में।

महोदय/महोदया,

उपर्युक्त विषयक अवगत कराना है कि उत्तराखण्ड राज्य के समस्त विभागों में लागू ई-प्रोक्योरमेन्ट व्यवस्था के अन्तर्गत निविदा प्रक्रिया में एकरूपता लाये जाने के दृष्टिगत वर्तमान आवश्यकताओं के अनुरूप समस्त विभागों हेतु सामग्री (goods)-रु 10.00 लाख से अधिक के कय हेतु, निर्माण कार्य (works) तथा परामर्शी सेवाओं (consultancy services) के लिये विश्व बैंक सहायित परियोजना 'यूकेपीएफएमएस' के अन्तर्गत तैयार किये गये 'Standard Bidding Documents' को उत्तराखण्ड अधिप्राप्ति नियमावली (समय-समय पर यथासंशोधित) में निहित प्रावधानों के आलोक में सम्यक् विचारोपरान्त लिये गये निर्णय के क्रम में उत्तराखण्ड राज्य में लागू किये जाने की श्री राज्यपाल सहर्ष स्वीकृति प्रदान करते हैं।

2- उक्त के क्रम में 'Standard Bidding Documents' की प्रतियां संलग्न कर प्रेषित करते हुए मुझे यह कहने का निदेश हुआ है कि संलग्न 'Standard Bidding Documents' को अपने नियंत्रणाधीन समस्त खण्डों/अधिकारियों को अपने स्तर से उपलब्ध कराते हुए भविष्य में ई-प्रोक्योरमेन्ट व्यवस्था के अन्तर्गत सामग्री, निर्माण कार्य तथा परामर्शी सेवाओं हेतु निविदा की समस्त प्रक्रियाओं के सम्पादन में उक्त SBD में उल्लिखित प्रावधानानुसार ही अग्रोत्तर कार्यवाही सुनिश्चित करने का कष्ट करें।

उक्तानुसार लागू किये जा रहे 'Standard Bidding Document' में भविष्यगत आवश्यकता के दृष्टिगत संशोधन वित्त विभाग द्वारा ही किया जायेगा।

4- उक्त आदेश तत्काल प्रभाव से लागू होंगे।
संलग्नक- यथोक्त

भवदीय
Digitally signed by
Dilip Jawalkar
Date: 30/06/2025
16:25:09

संख्या- 310161 (1)/2025/XXVII(9)/अधिप्राप्ति-01/2024 तददिनांकित।
प्रतिलिपि:- निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित-

1. महालेखाकार (लेखापरीक्षा), उत्तराखण्ड।
2. महालेखाकार (लेखा एवं हकदारी), उत्तराखण्ड।
3. मुख्य सचिव, उत्तराखण्ड शासन।
4. सचिव, श्री राज्यपाल, उत्तराखण्ड।
5. महानिदेशक, डॉ० आर.एस.टोलिया उत्तराखण्ड प्रशासन अकादमी, नैनीताल।
6. आयुक्त, गढ़वाल/कुमायूँ मण्डल।
7. समस्त जिलाधिकारी, उत्तराखण्ड।
8. परियोजना निदेशक, यूकेपीएफएमएस, देहरादून।
9. निदेशक, कोषागार, पेंशन एवं हकदारी, उत्तराखण्ड, देहरादून को इस आशय से प्रेषित कि कृपया उक्त मानक निविदा प्रपत्रों को आई.एफ.एम.एस. पोर्टल पर अपलोड किए जाने का कष्ट करें।
10. निदेशक, पं० दीनदयाल उपाध्याय वित्तीय प्रशासन, प्रशिक्षण एवं शोध संस्थान, उत्तराखण्ड, देहरादून।
11. निदेशक, विभागीय लेखा, उत्तराखण्ड।
12. निदेशक, आई०टी०डी०ए०, आई०टी० पार्क, देहरादून।
13. समस्त वित्त नियंत्रक/वित्त अधिकारी, उत्तराखण्ड।
14. समस्त मुख्य/वरिष्ठ कोषाधिकारी/कोषाधिकारी, उत्तराखण्ड।
15. समस्त कुल सचिव, राज्य विश्वविद्यालय, उत्तराखण्ड।
16. संयुक्त निदेशक, राजकीय मुद्रणालय, रुड़की को इस अनुरोध के साथ प्रेषित कि कृपया उक्त Standard Bidding Document for Procurement of consultancy, services, goods एवं works की 100 प्रतियां पुस्तिका के रूप में तैयार कर यथाशीघ्र वित्त अनुभाग-9, उत्तराखण्ड शासन को उपलब्ध कराने का कष्ट करें।
17. गार्ड फाईल।

आज्ञा से
Digitally signed by
Ganga Prasad
Date: 30/06/2025
16:37:49

17/07/25

18/7/25

78
1/313946/2025

ई पत्रावली संख्या- 31699(6(सामान्य)/2000)

प्रेषक,

राजेन्द्र सिंह पतियाल,
संयुक्त सचिव,
उत्तराखण्ड शासन।

सेवा में,

प्रमुख अभियंता,
लोक निर्माण विभाग,
उत्तराखण्ड, देहरादून।

लोक निर्माण अनुभाग-2

देहरादून: दिनांक 15 जुलाई, 2025

प्रमुख अभियंता
लो०नि०वि०

विषय:- उत्तराखण्ड राज्य में ई-प्रोक्योरमेंट व्यवस्था के अन्तर्गत समस्त विभागों हेतु सामग्री, निर्माण कार्य तथा परामर्शी सेवाओं के लिये मानक निविदा प्रपत्र (Standard Bidding Document) को लागू किये जाने के सम्बन्ध में।

महोदय,

उपरोक्त विषयक सचिव, वित्त अनुभाग, उत्तराखण्ड शासन के पत्र संख्या- I/310161/2025 दिनांक 30 जून, 2025 की द्वायाप्रति संलग्न कर प्रेषित करते हुए मुझे यह कहने का निदेश हुआ है कि ई-प्रोक्योरमेंट व्यवस्था के अन्तर्गत विभागों हेतु सामग्री, निर्माण कार्य तथा परामर्शी सेवाओं के लिये मानक निविदा प्रपत्र (Standard Bidding Document) को लागू किये जाने के सम्बन्ध में, लोक निर्माण विभाग के अन्तर्गत समस्त अभियंताओं/कार्मिकों के प्रशिक्षण की कार्ययोजना तैयार करते हुए प्रशिक्षण हेतु आवश्यक कार्यवाही करने एवं शासन को अवगत कराने का कष्ट करें।

संलग्नक: यथोपरि (SBD - Goods, works & consultancy services- ई-मेल पर)

Digitally signed by
Rajendra Singh Patiyal
Date: 14-07-2025
15:21:40

भवदीय,

(राजेन्द्र सिंह पतियाल)
संयुक्त सचिव।

प्रतिलिपि, निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. प्रवन्ध निदेशक, त्रिडकुल, उत्तराखण्ड, देहरादून।
2. समस्त क्षेत्रीय मुख्य अभियन्ता, लो०नि०वि०, उत्तराखण्ड।
3. मुख्य अभियन्ता, (वि./याँ), लो०नि०वि०, देहरादून।
4. समस्त अधीक्षण अभियन्ता/अधिशासी अभियन्ता, उत्तराखण्ड।
5. गार्ड फाईल।

मुख्य अभियन्ता (अधिष्ठाता)
लोक निर्माण विभाग,
देहरादून

(राजेन्द्र सिंह पतियाल)

CAO (T-2) (प्रत्यक्ष)

18/7/25

A.O. 2/2/20

18/7/25

जोड़ी-जोड़ी भा

646
10-7-25

संयुक्त मचिव।



उत्तराखण्ड सरकार

GOVERNMENT OF UTTARAKHAND

[NAME AND ADDRESS OF PROCURING ENTITY/CLIENT]

Telephone No: [] / Fax: []

E-mail: [] Web-site: []

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF CONSULTANCY
SERVICES FOR [DETAILS OF THE ASSIGNMENT] through [National/
International]¹ Competitive Procurement Process
(Through E-Procurement Portal only www.uktenders.gov.in)**

¹ Retain whichever is applicable.



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SECTION I: REQUEST FOR PROPOSAL NOTICE
GOVERNMENT OF UTTARAKHAND

[NAME AND ADDRESS OF PROCURING ENTITY]

Telephone No: [] / Fax: []

E-mail: [] Web-site: []

NOTICE INVITING PROPOSAL FOR PROCUREMENT OF [NAME OF CONSULTANCY SERVICES] through [National/ International]² Competitive Procurement Process
(Through E- Procurement Portal only - www.uktenders.gov.in)

RFP Reference No: []

Date: []

1. [Name of the Procuring Entity] (Referred to as the "**Client**") invites Proposals from eligible Consultant for procurement of Consultancy Services for []³ as detailed in Section VI- Terms of Reference (hereinafter referred to as "the **Services**") through E-Procurement Portal through [National/ International]⁴ Competitive Procurement Process.
2. The Client has adopted a single-stage E-Procurement System procedure (the "**Procurement Process**") comprising Two Electronic Proposal Document viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the "**Proposal**") for selection of the Consultant. Proposals comprising the Technical Proposals (First Part) and Financial Proposal (Second Part) must be submitted through E-Procurement Portal within the last date and time for submission of Proposals. No physical submission of Proposals shall be accepted.
3. The Consultant are advised to note the Eligibility criteria and Qualification criteria specified in Section III of the RFP Document to qualify for award of the Consultancy Agreement.
4. Technical Proposals will be opened in the E-Procurement Portal as specified in the Schedule of Procurement Process. If the office of the Client happens to be closed on the specified date of opening of the Proposals, then they will be opened on the next working day at the same time & place as notified earlier.
5. [The Proposal is subject to Electronic Reverse Auction (e-RA) and the same will be conducted on E-Procurement Portal at the time notified in the E-Procurement Portal and intimated by the Client.]⁵
6. The Consultant scoring the highest combined score shall be ranked first and shall be declared as selected Consultant for the Assignment in accordance with the procedures described in this RFP Document.
7. All notifications, changes and amendments to the RFP Document will be posted only on the E-Procurement Portal, which shall form part of the Original RFP Document⁶.

² Retain whichever is applicable.

³ Specify the relevant consultancy services for which proposals are invited under this RFP.

⁴ Retain whichever is applicable.

⁵ This clause is required to be shown as deleted if Electronic Reverse Auction is not applicable.

⁶ RFP Documents shall be available for download from the date and time of publication of the RFP document on the E-Procurement Portal till the last date and time or the extended time of submission.

Instructions to the Client for issuance of RFP Document

This Standard RFP Document may be customised as per the requirements of the Client in accordance with the instructions below:

Note I: Serially numbered footnotes in this RFP Document are for guidance of the Client and should be omitted from the RFP Document before it is uploaded in the E-Procurement Portal.

Note II: All assignment-specific provisions in this RFP Document have been enclosed in square parenthesis and may be modified, as necessary, before uploading the RFP Document. The square parenthesis should be removed after carrying out the required modification.

Note III: The asterisks in this RFP Document should be substituted by assignment-specific particulars before uploading the RFP Document to (shortlisted) Consultants.

Note IV: These Notes shall be omitted prior to uploading of this RFP Document.

Note V: Deleted clause/provisions from the RFP Document should be shown as deleted and numbering of the clauses/provisions should not be changed.

Note VI: To ensure uniformity, the conditions in the RFP documents are to be used unaltered. Any modification to suit a unique requirement of specific procurement is to be done separately as part of an Appendix or Instructions to Proposals or Special Conditions to Contract. Before issue the RFP documents should be approved by the Competent Authority.

8. The Schedule of Procurement Process is as below:

Date, time and place for procuring RFP Document	From [] to [] up to [] IST to be downloaded from the E-Procurement Portal www.uktenders.gov.in
Pre-Proposal meeting date, time and place	On [], AT [] IST Venue: [Address details] ⁷ /to be held virtually.
Last date & time for submission of online Proposals on E-Procurement	On [] up to [] IST
Date and Time for opening of Technical Proposal on the E-Procurement Portal	On [] at [] IST
Date and Time for opening of Financial Proposal on the E-Procurement Portal	(to be informed later) Tentatively on [] at [] IST.
[Date and Time of Conduct and process of Electronic Reverse Auction] ⁸	(to be informed later) Tentatively on [] at [] IST.
Validity of Proposals (LoA to be issued prior to expiration of this period)	[] days from the last date for submission of Proposals ⁹ .
Period of Consultancy Agreement	[] year(s) [extendable/non-extendable]
Address for Communications	
Earnest Money Deposit (EMD) Amount/ Bid Security Declaration ¹⁰	[Rs. /-] payable/ to be submitted as provided in Clause 12 of ITC

9. Consultants who are specifically exempted under this RFP Document from submitting the EMD should submit the BID SECURING DECLARATION Form as provided in this RFP. Proposals without BID SECURING DECLARATION and documentary proof of such exemption as required under the RFP Document will be summarily rejected and shall not be considered for further evaluation. The decision of the Bid Scrutiny committee/Consultancy Evaluation Committee shall be legally binding and acceptable to the bidders in this regard.
10. For any additional information or clarification regarding the RFP, the interested Consultants, in writing through the E- Procurement Portal and/or by email to the email id mentioned below, seek information or clarification from the Client before the last date of Pre-Proposal queries.
11. The Client reserves the right to accept or reject or cancel any or all the Proposals or to abandon the procurement process in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.

Signature, Designation, Address, email id and Phone number of the Client]

⁷ The details of address to be deleted if the Pre-Proposal meeting is virtual mode and instead link for attending virtual meeting or information regarding the same to be provided.

⁸ This clause is required to be shown as deleted if Electronic Reverse Auction is not applicable.

⁹ Generally, the period of validity of proposals shall not be more than 90 days after the deadline for submission of Proposals.

¹⁰ Strike out whichever is not applicable. Bid Security Declaration will be applicable to those, who are exempt from submission of EMD, subject to submission of valid document in this regard.

SECTION II: INSTRUCTIONS TO CONSULTANT (ITC)

A. General

1. Scope of Proposal

- 1.1 The Client named in the Data Sheet invites Proposals through E-Procurement Portal - www.uktenders.gov.in (the "E-Procurement Portal") comprising two Electronic Proposal Documents viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the "**Proposal**") from eligible Consultant (the "Consultant") through [National/ International]¹¹ Competitive Procurement Process for procurement of Consultancy Services named in the Data Sheet in accordance with the method of selection indicated in the Data Sheet.
- 1.2 If so, indicated in the Data Sheet, the Client reserves the right to conduct e- Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner and as per the methodology specified in Data Sheet¹².
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase and for this satisfactory work completion certificate/quality assurance certificate/non-faulty DPR certificate/non-faulty measurement certificate etc need to be attached for payment.

2. One Proposal Per Consultant

- 2.1 Each Consultant shall submit only one Proposal (comprising Technical Proposal and Financial Proposal). Consultant who submits more than one Proposal, the latest proposal shall be considered for evaluation purpose.
- 2.2 All Consultant are required to register in the Uttarakhand Government E-Procurement Portal. The Consultant, who submit their Proposal after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices etc. of this RFP.

3. Visit of Place of Service

- 3.1 The Consultant must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, the Consultants are encouraged at their own responsibility, cost and risk to visit the place of service before submitting a Proposal, and to attend a pre- Proposal meeting. The Consultant's representative should submit their queries as per clause 8 of ITB to the officials named in the Data Sheet [to arrange for their visit or]¹³ to obtain additional information, if required.
- 3.2 The Client will provide the inputs specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, but actual follow-up has to be done by consultant itself to accomplish the task and make available relevant project data and reports available with them, relevant for providing the Consultancy Service.

¹¹ Retain whichever is applicable.

¹² This clause is required to be shown as deleted if Electronic Reverse Auction is not applicable.

¹³ This clause to be deleted where the arrangement for site visits not envisaged to be done by the Client.

7. Amendment to RFP Documents

- 7.1 Before the deadline for submission of Proposals, the Client may, modify the RFP Documents by notifying in the E-Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Client shall form part of the RFP Document.
- 7.2 In order to allow Consultants, reasonable time, to take the amendment into account in preparing their Proposals, or procuring entity decide so, the deadline for the submission of Proposals as necessary may be extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

8. Pre- Proposal Meeting and Clarification of RFP Documents

- 8.1 A Consultant requiring any clarification of the RFP Documents may notify the Client in writing as indicated in the Data Sheet before the last date and time of pre-proposal queries. The Client will respond in writing to any request for clarification received within the timeframe specified in Data Sheet. The Client's response will be uploaded in the E-Procurement Portal including a description of the enquiry sought for the information of public or the other Consultants without identifying source of request for clarification.
- 8.2 If the pre-Proposal meeting is to be held, the Consultant or his authorized representative is invited to attend it, the time, date and venue is given in Data Sheet.
- 8.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.4 Queries raised by the prospective Consultants in writing along with responses will be uploaded by the Client on the E-Procurement Portal. Any modification to the RFP Documents listed in Sub-Clause 6.1 which may become necessary as a result of the Pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 8 and/or through the minutes of the pre- Proposal meeting.
- 8.5 Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a Consultant.

C. Preparation of Proposals

9. Language of Proposal

The Proposal prepared by the Consultant, as well as all supporting documents, the correspondence and documents relating to the Proposal exchanged by the Consultant and the Client, shall be in the language specified in Data Sheet. All supporting documents other than the language specified in Data Sheet needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in the language specified in Data Sheet, in which case, for purposes of interpretation of the Contract, this translation shall govern.

10. Document Constituting the Proposal

- 10.1 The Proposal should upload in the E-Procurement Portal under a two Proposal document system comprising the following documents.

A- First Electronic Document shall be named Part 1- Technical Proposal documents and shall comprise of scanned copies of all pre-qualification/technical information to be submitted in the format specified in Section V of this RFP as set out below;

- i. Technical Proposal Submission Form in the format prescribed at **Annexure A**.

- ii. A brief description of the Consultant's organisation in the format prescribed at **Annexure B-Form 1** along with supporting documents as specified in **Annexure N**;
- iii. If the Consultant is Foreign Principals, then their Associates shall provide required declarations in the format prescribed at **Annexure B- Form 2**;
- iv. Consultant Experience in undertaking similar assignment, as provided in Section III, in the format prescribed at **Annexure C** indicate, inter alia, the profiles and names of the Key Personnel provided, duration of the assignment, contract amount, and Consultant's involvement along with supporting documents as specified in **Annexure N**;
- v. A certificate(s) from its Statutory Auditors¹⁴ demonstrating the Financial Capacity of the Consultant as provided in Section III, in the format prescribed at **Annexure D**¹⁵
- vi. Description of the Methodology and Work plan for performing the Assignment in the format prescribed at **Annexure E**;
- vii. Team Composition and Task Assignment in the format prescribed at **Annexure F**;
- viii. Recently signed Curriculum Vitae of all the Key Professional Personnel (along with supporting documents) proposed for each of the positions in the format prescribed at **Annexure G**;
- ix. Time Schedule of proposed Professional Personnel in the format prescribed at **Annexure H**;
- x. Activity (work) Schedule in the format prescribed at **Annexure I**;
- xi. Power of Attorney for Signing of Proposal in the format prescribed at **Form 1 of Annexure J**. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at **Form 2 of Annexure J**;
- xii. Earnest Money Deposit in the manner and form at **Annexure K Form 1** or **Annexure K Form-2** as specified in Clause 12;
- xiii. Undertaking Regarding Restrictions on Procurement from a Consultant of a Country Which Shares a Land Border with India in the format prescribed at **Annexure L**¹⁶;
- xiv. Checklist of Documents in the format prescribed at **Annexure N**;
- xv. Copy of the Demand Draft [/proof of ONLINE Payment etc.] for the cost of RFP Document if stated in the Data Sheet;
- xvi. Proposals submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Consultant shall be signed by all members and submitted with the Proposal at **Annexure M**.¹⁷
- xvii. any other information as may be considered relevant by the Consultant to substantiate their submissions.

Note: Consultant shall not furnish the Financial Proposal along with the Technical Proposal. A Technical Proposal containing any financial information shall be declared non-responsive. The decision shall be legally binding and acceptable to the bidders in this regard.

B- Second Electronic Document –shall be named Part 2 –Financial Proposal document and shall comprise of: Format for the “Consultancy Fee” in the prescribed form- **Annexure O- Form 1 and Form-2**, for the whole services as described in Clause 1 of the ITC. The Estimated Project Cost if any, to be considered for this purpose shall be as indicated in the Data Sheet. Consultancy Fee shall be quoted by the Consultant in the slot provided on the E-Procurement Portal. For consultancy fees to be paid for the architectural services, maximum consultancy fees shall be as per state GO in this regard.

- 10.2 While Preparing the Technical Proposal, the Consultant must give particular attention to the following:
- i. [If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate.]¹⁸

¹⁴ No separate annual financial statements should be submitted.

¹⁵ In the event that the Consultant does not have a statutory auditor, it shall provide the requisite certificate(s) from the Chartered Accountants that ordinarily audits the annual accounts of the Consultant.

¹⁶ For both the cases: National/ International Competitive Procurement process.

¹⁷ Applicable in case of JV or consortium is allowed to participate in the procurement process.

¹⁸ This clause shall be deleted, if JV or Consortium is not allowed

- ii. For Assignments on a staff-time basis, the estimated number of Key Personnel-months is given in the Data Sheet. The Proposal shall, however, be based on the number of key Personnel-months estimated by the Consultant. Man-months may be increased or decreased as per the need of the consultancy.
- iii. It is also required to take declaration from the concerned key personnel that they have not shared their CV for the same assignment to another firm.
- iv. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure provided in the Data Sheet.¹⁹
- v. Proposed key Personnel must at a minimum have the experience indicated in the Data Sheet. The proposed team shall be composed of experts and specialists in their respective areas of expertise and managerial/support staff such that the Consultant should be able to complete the Consultancy within the specified time schedule. Other competent and experienced professional personnel in the relevant areas of expertise must be added as required for successful completion of the Consultancy.
- vi. Alternative key Personnel shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position for the technical evaluation purpose.
- vii. Reports to be issued by the Consultant as part of this Assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant's personnel have a working knowledge of the Client's official language, preferably English/Hindi.

10.3 Preparation of Financial Proposal

- a. In preparing the Financial Proposal, Consultant are expected to take into account the requirements and conditions of the RFP Documents.
- b. The Financial Proposal should follow Standard Forms (**Annexure O**). It lists all costs associated with the Assignment, including (a) remuneration for personnel and supporting staff; and (b) reimbursable expenses indicated in the Data Sheet.²⁰
- c. The Consultancy Fee quoted in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
- d. The Consultancy Fee quoted shall be fixed for the duration of the Consultancy Agreement and shall not be subject to adjustment on any account. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total Consultancy Fee shall be that of the Consultant. For assignments with a duration exceeding the Agreement Period, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet. The decision shall be legally binding and acceptable to the bidders in this regard.
- e. The Consultant and its Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes is provided in the Data Sheet.
- f. Submission of scanned copies of Financial Proposal will not be considered for evaluation. A specimen of the Financial Proposal to be provide in the slot in the E-Procurement Portal is prescribed at **Annexure O - Form 1 and Form-2²¹**.

10.4 Proposals submitted by fax, e-mail or any other electronic modes other than through E-Procurement Portal shall not be entertained and shall be rejected.

10.5 If a Consultant submits a zero offer (at no cost to the Client i.e. NIL charges), such Proposal shall be treated as non-responsive and will not be considered for evaluation purpose.

¹⁹ This clause shall be deleted, if it is not used,

^{20, 21} Formats may be modified as required for different types of contracts, viz. time-based contract, lump-sum contract etc.

11. Proposal Currency

Unless otherwise stipulated in the Data Sheet, the currency of Financial Proposal and payment shall be quoted by the Consultant entirely in Indian Rupees. All payments shall be made in Indian Rupees only. Where the Data Sheet permits quotations in different currencies, then, for domestic Consultant, prices shall be quoted in Indian rupees only, and for Foreign Consultants, prices shall be quoted either in Indian rupees or in the currency stipulated in the Data Sheet. For evaluation, all quoted prices shall be converted into Indian Rupees. In such cases, rate as published by RBI on the last date of the submission of bid.

12. Earnest Money Deposit (EMD)

- 12.1 The Consultant shall furnish, as part of his Proposal, an Earnest Money Deposit (the “EMD”) if so, indicated in the Data Sheet.
- 12.2 The EMD may be provided in the form of Fixed Deposit Receipt/Demand draft/ Bank Guarantee including E-Bank Guarantee etc., issued/ confirmed by a Scheduled Banks or if specified by the Client, through online or offline modes of payment, pledged in favour of the Authority and payable at the place as specified in the Data Sheet or deposited in given heads of account through e-banking (if any) to the satisfaction of the Client safeguarding the interest of the Client in all respects.²²
- 12.3 The Bank Guarantee should be submitted in the format provided at Annexure K- Form I issued by a Scheduled Bank in India and drawn in favour of and payable at, as specified in the Data Sheet. BG should be irrevocable, non-transferable and un-conditional. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Earnest Money Deposit / Bid security for the Proposal shall be valid for 45 days beyond the validity of the Proposal, and may be extended as may be mutually agreed between the Client and the Consultant from time to time.
- 12.4 The Consultant should upload scanned copy of the instruments furnished as EMD in the E-Procurement Portal. Failure to submit such instruments will amount to treat such Proposals as non-responsive.
- 12.5 The EMD to be paid through online or offline modes shall be made on any of the payment options specified in the Data Sheet.
- 12.6 Consultant who are specifically exempted for submitting the EMD under specific provisions of law should submit the documents as specified in the Data Sheet. The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Client.²³
- 12.7 Any Proposal not accompanied by EMD/ Bid Securing Declaration and not secured as indicated in Sub-Clauses 12.1 to 12.3 shall be rejected as non-responsive. If bids have been extended, any bid should not be rejected due to short validity of EMD.
- 12.8 The Earnest Money Deposit submitted through online or offline modes of payment will be returned without any interest in the following manner:
 - i. To the successful Consultant, within 30 days on receipt of the Performance Security Deposit
 - ii. To the unsuccessful Consultant, as promptly as possible and in any case not later than 30 (thirty) days after the award of the Contract by the Client.
 - iii. In the event of rejection of all Proposals or cancellation of Procurement process by the Client, within 30 (thirty) days of such rejection or cancellation.

²² This clause to be shown as deleted if not applicable.

²³ This clause may be shown as deleted before issue of this RFP document where exemption for EMD is not provided.

- 12.9 The EMD paid shall be forfeited under the following conditions:
- if a Consultant withdraws its Proposal during the period of Proposal validity specified in this RFP Document or as extended by the mutual consent of the respective Consultant(s) and the Client; or
 - if the successful Consultant fails or refuse to:
 - sign the Consultancy Agreement within the period specified in accordance with ITC Clause 30.4; or
 - furnish Performance Security Deposit in accordance with ITC Clause 30.
 - if the Consultant breaches any provision of code of integrity.

13. Period of Validity of Proposals

- 13.1 The Data Sheet indicates how long the Proposal shall remain valid from the last date of submission of Proposal. The Consultant is not allowed to modify, vary, revoke or withdraw, the Proposal during the original or extended validity period. Further, during this period, the consultant is expected to keep available the Key Personnel proposed for the assignment.
- 13.2 In case, the last day on which the Proposal are to remain valid falls on/subsequently declared a holiday or closed day for the Client, the Proposal Validity shall automatically deem to be extended to the next working day.
- 13.3 In exceptional circumstances, prior to the expiration of proposal validity period, the Client may solicit the Consultant's consent to an extension of the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail or by fax or through E-Procurement Portal or other written records through electronic medium only. The Consultant may refuse the request without getting forfeited its EMD. The Consultant granting the request shall not be required or permitted to modify its Proposal.
- 13.4 A Consultant who agree to the extension of the period of validity of Proposals shall also extend the period of validity of [Earnest Money Deposit/ BID SECURING DECLARATION] provided under ITC Clause 12 or submit new EMD to cover the extended period of validity of their proposals.

D. Online Submission of Proposals

14. Format and Signing of Proposal

- 14.1 The Consultant shall provide all the required information sought under this RFP Document. The Client will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Proposals shall be liable to rejection as non-responsive.
- 14.2 All the documents of the Proposal should be uploaded on the E-Procurement Portal www.uktenders.gov.in using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card token. The DSC can be obtained from any authorised certifying agencies. The Consultant should register in the web site www.uktenders.gov.in using the relevant option available. Then the Digital signature registration had to be done with the e-token, after logging into the site. The Consultant can login the site through secured login by entering the password of the e-token and the user id/password chosen during registration.
- 14.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the "Authorized Signatory") of the Consultant who shall also initial each page, in blue/black ink with stamp as an acceptance of the terms and conditions written therein. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The

submissions must be properly signed by the Authorized signatory of the Consultant holding a Power of Attorney or the Board Resolution in this regard.

- 14.4 A copy of the Power of Attorney certified by the authorized signatory of the Consultant in the form specified in **Form 1 of Annexure J** or in case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at **Form 2 of Annexure J**, as the case may be, should accompany the Proposals.
- 14.5 The Consultant shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Proposal documents and the Second Electronic Document – Part 2- Financial Proposal document as specified in Clause 10.1 above. After submission of Proposals, the system would generate a unique proposal identification number which is time stamped. This shall be treated as acknowledgment of Proposal submission.
- 14.6 Instructions for e-submission is specified in E-Procurement Portal of www.uktenders.gov.in. The Consultant must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Uttarakhand Department. The Consultant shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Consultant shall be responsible to see the E-Procurement Portal till last date of submission of Proposal for any clarification/amendment which shall be part of the RFP Document. Client will not owe the responsibility for any technical issue, if any, for the submission of the proposal.

15. Deadline for Submission of Proposals

- 15.1 It shall be the responsibility of the Consultant to ensure that their Proposal is submitted in the E-Procurement Portal within the last date and time specified in the Data Sheet in complete manner. The Client will not be held responsible for technical glitches and internet connectivity issues confronted by Consultant in uploading their Proposal or for any failure on part of the Consultant to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Proposals by E-Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.
- 15.2 The last date and time for submission of Proposals may be extended by amending the RFP Documents in accordance with ITC Clause 7 after giving adequate notice on the E-Procurement Portal, in which case all rights and obligations of the Client and Consultant previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

16. Late Proposals

The E-Procurement Portal will not accept any Proposals after the last date and time for submission of Proposals.

17. Modification and Withdrawal of Proposals

- 17.1 The Consultant may modify the contents of the Technical Proposal or Financial Proposal or withdraw its Proposal by uploading their request prior to deadline for submission of Proposals in E-Procurement Portal. For Proposal modification, the Proposal submitted by the Consultant within the last date and time for submission of Proposals shall be considered as the Proposal. The Consultants may withdraw his Proposal by uploading their request before the last date and time of submission of Proposals.
- 17.2 No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the original period of Proposal validity or extended period in pursuant to Clause 13.

Withdrawal of a Proposal during this interval shall result in forfeiture of the Consultant's Earnest Money Deposit/initiation of action for debarring the Consultant as per Bid Securing Declaration.²⁴

E. Proposal Opening and Evaluation of Proposals²⁵

18. Opening of Technical Proposal

- 18.1 The file containing Part I - Technical Proposal Document shall be opened first in the E-Procurement Portal at the date and time specified in the Data Sheet. Authorised representatives of Consultant, who intend to attend the Technical Proposal opening are to bring with them letters of authority/power of attorney from the corresponding Consultant. In the event of the specified date of Technical Proposal opening being declared a holiday, the Technical Proposal shall be opened at the appointed time on the next working day.
- 18.2 List of submitted Proposals termed as RECEIVED shall be displayed in E-Procurement Portal. All Proposal payments including EMD and cost of RFP document, if so stated in the Data Sheet is successfully received shall be displayed. Thereafter, the names and such other details of the Consultant as the Client may consider appropriate shall be published in the E-Procurement Portal.

19. Process to be Confidential

- 19.1 The Client shall ensure the confidentiality of the process of Proposal evaluation until orders on the Proposals are passed.
- 19.2 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations of award of Consultancy Agreement shall not be disclosed to Consultant or any other persons not officially concerned with such process until award of the successful Consultant has been announced in the E-Procurement Portal. Any effort by a Consultant to influence etc., the Client in processing of Proposals or award decision may result in rejection of Proposal.

20. Clarification of Proposals

- 20.1 During evaluation of Proposals, the Client or the Proposal Scrutiny Committee may, at its discretion, seek bonafide clarifications in writing from the Consultants relating to the Proposals submitted by them by a specific date. The Consultant may be requested to submit necessary information or documents which are historical in nature (which exist on the last date of the submission of the Bid), like audited statements of accounts, tax clearance certificate, PAN, etc. If the Consultant does not comply or respond by the specified date, his Proposal shall be liable to be rejected and this shall be legally acceptable and binding to all the Consultants.
- 20.2 The Client shall not offer or permit any change in the price or substance of a Proposal except to confirm the correction of arithmetic errors discovered by the Proposal Scrutiny Committee in the evaluation of the Financial Proposals. In case of confusion between digit and words, words shall be preferred for evaluation purpose.
- 20.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified consultant, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;

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

²⁴ Forfeiture of the Consultant's Earnest Money Deposit is not applicable in case exemption for EMD is provided.

²⁵ Evaluation of Proposals and award of consultancy shall be completed, as far as possible, within the period for which the Proposals are held valid. The Client shall seek extension of validity of Proposals from Consultants for the completion of evaluation, if it is not completed within the validity period of Proposal. In case evaluation of Proposals and award of consultancy is not completed within extended period, all Proposals shall be deemed to have become invalid and fresh Proposals will be called for.

21. Initial Examination of Proposals

- 21.1 The Client shall cause an initial examination of the Proposals submitted to determine their substantial responsiveness and following factors shall be considered, namely:
- Whether the Consultant meets the eligibility criteria laid down in the RFP Documents;
 - Whether the crucial documents have been duly signed and submitted;
 - Whether the requisite [Earnest Money Deposit/ Bid Securing Declaration, if exempted]²⁶ in the required manner has been furnished;
 - Whether the Proposal is substantially responsive in terms with the RFP Documents without material deviation or reservation or inconsistent with the Client's right or Consultant's obligations as per RFP.
- 21.2 Proposals which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 21.1 above, may be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
- 21.3 The Client/ Proposal Scrutiny Committee may waive any minor informality or non-conformity or irregularity in a Proposal which does not constitute a material deviation, reservation or omission provided such a waiver does not prejudice or affect the relative ranking of any Consultant. A substantially responsive Technical Proposal is one that meets the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that.
- If accepted, would
 - affect in any substantial way the scope, quality, or performance of the Consultancy Services specified in the Terms of Reference; or
 - limits in any substantial way, inconsistent with the RFP Document, the Client's rights or the Consultant's obligations under the Consultancy Agreement to be executed.
 - if rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Technical Proposals.
 - During the evaluation of Proposals, the following definitions apply:
 - "**Deviation**" is a departure from the requirements specified in the RFP Document;
 - "**Reservation**" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
 - "**Omission**" is the failure to submit part or all of the information or documentation required in the RFP Document.

22. Evaluation of Technical Proposal

- 22.1 The Client may constitute a Proposal Scrutiny Committee²⁷ as it deems fit to carry out scrutiny and evaluation of Proposals strictly in accordance with the evaluation criteria indicated in Section III of this RFP Document.
- 22.2 The Proposal Scrutiny Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and scoring system specified in the Data Sheet. Each responsive Proposal will be given a technical score (ST). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. Alternatively, since in LCS selection, technical offers do not require be ranked (or adding of weighted technical score to financial score – as in QCBS selection), it would suffice in appropriately simple cases, if the evaluation criteria is only a fail/ pass criteria prescribing only the minimum qualifying benchmark. Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids. The method to be used will be indicated in Data sheet.

²⁶ Delete whichever is not applicable.

²⁷ A Proposal Scrutiny Committee(s) shall be constituted for purposes of evaluation of the proposals in accordance with Procurement Rules.

- 22.3 The list of Qualified Consultants, non-responsive and not qualified Consultants and the date, time of opening of Financial Proposals of Qualified Consultants shall be published by the Client in the E-Procurement Portal.

23. Opening and Evaluation of Financial Proposal (for QCBS, and LCS methods)

- 23.1 Consultant whose Technical Proposals are adjudged as responsive in terms of Clause 21 and achieve the minimum technical score will be declared as qualified Consultant ("**Qualified Consultant**"). Consultant who does not achieve the minimum technical score shall be disqualified. The list of Qualified Consultants shall be published by the Client in the E-Procurement Portal. The Financial Proposals of only the Qualified Consultant shall be considered for opening in the E-Procurement Portal. The date, time and location for the opening of the Financial Proposals shall be published in the E-Procurement Portal.
- 23.2 The Financial Proposal of all the Qualified Consultant will be opened in the E-Procurement Portal at the designated date and time notified. Authorised representatives of consultant, who intend to attend the Financial Proposal opening are to bring with them letters of authority from the corresponding Consultant. If the specified date of Financial Proposal opening is declared a holiday subsequently the Financial Proposals shall be opened at the appointed time on the next working day.
- 23.3 At the opening of the Financial Proposal, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

24. Combined quality and Cost Evaluation²⁸

- 24.1 **In the case of Quality and Cost- Based Selection (QCBS)**, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined (technical plus financial) score will be invited for negotiations.
- 24.2 **In the case of Least-Cost Selection (LCS)**, the Client will select the Consultant with the lowest evaluated total consultancy fee among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

25. Correction of Errors

- 25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 25.2 The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

26. Taxes

- 26.1 The Client's evaluation of the Consultant's Financial Proposal shall [include/exclude] taxes and duties in accordance with the instructions in the Data Sheet.

²⁸ Strike out whichever is not applicable

27. Negotiations

- 27.1 Negotiations may be held at the address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 27.2 Negotiations may include a discussion of the Technical Proposal, the Terms of Reference (TOR), proposed methodology (work plan), approach, staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the site/client's office as desired by the client, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Consultancy Agreement. These discussions however, shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product or the relevance of the initial evaluation be affected
- 27.3 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated preferably.
- 27.4 Financial negotiations shall only be carried out if, due to negotiations, there is any change in the scope of work which has a financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. However, in no case such financial negotiation should result in an increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations. If the negotiations with the selected consultant fail, the Procuring Entity shall cancel the bidding procedure and re-invite the bids.
- 27.5 The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in **Annexure O - the Financial Form FORM-2: Breakdown of Remuneration Rates**.
- 27.6 The invited Consultant shall confirm the availability of all Key personnel included in the Proposal as a pre-requisite to the negotiations. The Client will not consider substitutions during Agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the Assignment. If this is not the case and if it is established that key staff was offered in the Proposal without confirming their availability, the Consultant may be disqualified.
- 27.7 Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Personnel within the period of time specified in the request for proposal notice to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. No key experts shall be replaced without the approval of the competent authority. Each such replacement will attract the penalty as define in the data sheet.
- 27.8 The negotiations will conclude with a review of the draft form of the Agreement, which shall them be signed by the Client and the Consultant 's authorized representative.

F. Award of Consultancy**28. Preparation of evaluation report**

- 28.1 After evaluation of the Proposals in accordance with the eligibility and qualification criteria, the order of acceptance of Proposal along with the comparative statement shall be uploaded in the E-Procurement Portal.

29. Letter of Acceptance (LoA) and Signing of Consultancy Agreement

- 29.1 The Consultant whose Proposal has been accepted will be notified by issuing the Letter of Acceptance (LoA) prior to expiration of the Proposal validity period through the E-Procurement Portal and through email to the successful Consultant specifying the details about the consideration for the provision of Services (hereinafter and in the Agreement called the "**Consultancy Fee**"). The Consultant, shall within the timeframe specified in the Data Sheet confirm acceptance by returning a signed copy of the Letter of Acceptance through E-Procurement Portal /in writing or by e-mail.
- 29.2 Before issuing such LOA, the Client may, at its discretion, ask the Successful Consultant to submit the originals of all such documents for verification whose scanned copies were submitted in E-Procurement Portal along with the Technical Proposal. If the Consultant fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as violation of Code of Integrity including misleading the Client and action shall be initiated to debar such Consultant in accordance with Clause 31 of this ITC.
- 29.3 Upon the successful Consultant's furnishing of Performance Security Deposit pursuant to ITC Clause 31, the Client shall execute the Consultancy Agreement incorporating all agreed terms and conditions between the Client and the successful Consultant as indicated in the Data sheet.
- 29.4 Within the period indicated in the Data Sheet, the successful Consultant will sign the Consultancy Agreement and deliver it to the Client and commence the services at the date, time and location as specified in the Data Sheet.

30. Performance Security Deposit²⁹

- 30.1 After issuance of notification of the **letter of acceptance (LoA)** by the Client, the successful Consultant shall within a specified period furnish the Performance Security as indicated in the Data Sheet, in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee etc. issued/ confirmed by a Scheduled Bank in India or through online payment in an acceptable form to the Purchaser, safeguarding the Purchaser's interest in all respects.
- 30.2 Failure of the successful Consultant to comply with the requirement of ITC Clause 29.4 or and ITC Clause 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit. The Procuring Entity shall re-tender in such cases.

31. Code of Integrity

No officer or employee of a Client or the Consultant participating in a Procurement Process shall act in violation of the Code of Integrity as specified below:

31.1 Prohibiting:

- a. Corrupt Practice - any offer, solicitation or acceptance of any favour, 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 or the action of other party;
- b. Fraudulent Practice - any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation. This includes making false declaration or providing false information for participation in a Procurement Process or to secure a contract or in execution of the Agreement;

²⁹ Performance security should be for an amount which is from 3% to 10% of the value of the Consultancy Fee as specified in the RFP documents keeping in view the total amount of the Consultancy services.

- c. Anti-competitive practice - any collusion, Proposal rigging or anti-competitive behaviour to impair the transparency, fairness and the progress of the Procurement Process.
- d. Coercive Practice: any coercion including harming or threatening persons and their properties, directly or indirectly, to influence their participation in the Procurement Process or affect the execution of an Agreement.
- e. Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one Proposal in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the Client who are directly or indirectly related to the Proposal or execution process of Agreement; or improper use of information obtained by the (prospective) Consultant from the Client with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- f. Obstructive practice: materially impede the Client's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Client's rights of audit or access to information.

31.2 Obligation of Proactive Disclosures:

Failure to declare below instances shall amount to violation of this Code of Integrity:

- a. Procuring authorities as well as Bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to Suo-moto proactively declare any conflicts of interest in any Procurement process or execution of Agreement.
- b. Any Consultant must declare, whether asked or not in a RFP Document, any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other Client.
- c. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Consultant making such declarations. The declared disclosures may be evaluated and mitigation steps, if possible, may be taken by the Client.

31.3 Punitive actions:

The Client after giving a reasonable opportunity of being heard, concludes that a consultant or prospective Consultant has contravened the Code of Integrity, may take appropriate measures including on or more of the following:

- a. If Proposals are under consideration
 - i. Forfeiture or encashment of EMD;
 - ii. calling off any pre-contract negotiations; and
 - iii. rejection and exclusion of the Consultant from the Procurement Process.
- b. If Agreement has already been awarded
 - i. Cancellation of the relevant agreement and recovery of compensation for loss incurred by the Client;
 - ii. Forfeiture or encashment of any other security or bond relating to the Procurement;
 - iii. Recovery of payments including advance payments, if any, made by the Client along with interest thereon at the prevailing rate.

31.4 Provisions in addition to above:

- a. Removal from the list of registered consultants and blacklisting/banning/debarment of the Consultant from participation in future procurements of the Client for a period for a specific period, as decided by the competent authority;

- b. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

32. Appeals

- 32.1 Consultant aggrieved by an order passed by the Client pursuant to Clause 28.1 of ITC may complain within prescribed time of the publishing of the notice inviting proposals in the Portal prescribed by the Government. If the aggrieved Consultant is not satisfied with the decision of the Client, then such Consultant may appeal to prescribed appellate authority within the manner as indicated in the Data Sheet.
- 32.2 The decision of the appellate authority shall be final and legally binding on both parties.

SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligibility Criteria

1.1 For determining the eligibility of Consultant ("Eligible Consultant"), the following conditions are required to be satisfied:

- a. The Consultant should not be under order of debarment from participating in a Proposal, and as on the last date of submission of Proposals by any client.
- b. Any contracts of the Consultant should not have been terminated during the last 36 (thirty-six) months from the last date of submission due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any Client or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Consultant.
- c. Consultant must neither be insolvent, in receivership, bankrupt or being wound up, nor shall have its affairs administered by a Court or Judicial Officer or its business activities suspended and must not be the subject of legal proceeding for any of these reasons.
- d. Consultant 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]³⁰
- e. [In case of global Proposal, an international Consultant participating individually shall ensure that Power of Attorney is legalised/apostilled by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 & Indian Registration Act 1908, are duly fulfilled. Further the Consultant should fulfil the conditions imposed by the Government of India in the interests of national security relating to submission of Proposal by a Consultant from a Country which shares Land Border with India only if the International Treaties of the countries allows so. A certificate for having read the above clauses is required to be submitted / uploaded by the Consultant separately in the prescribed format at **Annexure L.**]³¹
- f. [Group of single business entities (Consortium) is allowed/ not allowed to participate in this Procurement process as indicated in the Data Sheet.]
- g. [In the case of a joint venture
 - i. all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
 - ii. The joint venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture during the procurement process and, in the event the joint venture is awarded the Contract, during contract execution.
 - iii. Members of the Joint Venture shall enter into a binding Joint Bidding Agreement for the purpose of submitting the proposal which shall include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and maintenance obligations, if any,
 - iv. A Consultant who has applied for the Proposal in its individual capacity or as part of a Joint Venture cannot participate as a member of any other Joint Venture applying for the Proposal.]
- h. The Consultant should not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or

³⁰ This clause to be shown as deleted if an international competitive procurement process is not adopted.

³¹ This clause is to be shown as deleted if an international competitive procurement process is not adopted.

misrepresentations as to their qualifications to enter a procurement contract/agreement within a period of thirty-six (36) months from the last date of submission preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

- i. A Consultant shall not have a conflict of interest as specified in Uttarakhand Procurement Rules, as amended from time to time.
- j. Consultant that are Government-owned enterprises or institutions in Client State may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Client. To be eligible, a government-owned enterprise or institution shall establish to the Client's satisfaction, through all relevant documents, including its Charter and other information the Client may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not Bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- k. Government officials and civil servants of the Client's State are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Client's State, and they
 - i. are on leave of absence without pay, or have resigned or retired;
 - ii. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and
 - iii. their hiring would not create a conflict of interest

1.2 Regulation for participation of Indian Associates of Foreign Principals³².

The foreign principal who desires to participate in this RFP process, with an Indian Agent/associate, their dealings shall be regulated. Foreign Principals and their Associates shall provide required declarations in Format provided at Annexure-B, Form-2: Declaration by Associates of Foreign Principals:

- (a) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether associates holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to Proposal either directly or through the representatives.
- (b) Such Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a Bonafide business and conform to regulations.
- (c) The Consultant/Foreign Principal must commit to submitting after the Financial Proposal opening, due to price-sensitive information, the Agreement between them, including the amount of commission/remuneration included in the price(s).
- (d) Confirmation on behalf of the foreign principals that the commission/remuneration, if any, reserved for Indian Associates in the quoted price(s), shall be paid by the Procuring Entity/Client in India in equivalent Indian Rupees on satisfactory completion of the Project.

³² This clause is to be shown as deleted if an international competitive procurement process is not adopted

- (e) Failure to furnish correct and detailed information shall render Foreign Principal's Proposal liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Associates.

1.3 The Consultant should have the following registrations:

- a. Registration under the applicable law for establishing their legal business identity,
- b. Active Registration under the Goods and Service Tax (GST) Act,
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act,
- d. Registration under MSE policy of Uttarakhand, for getting benefits under this policy.

2. Qualification Criteria

2.1 The Consultant should establish their competence and capacity based on the following qualification criteria:

A. Technical Capacity

[The Consultant should establish their experience (the "Technical Capacity") as set out below:

- i. The Consultant should have undertaken at least [2 (two)] similar assignments (completed) over the past [5 (five)] years preceding the last date for submission of Proposals and should have rendered services satisfactorily during that period.

[For the purposes of this RFP, similar assignments shall mean the assignment relating to providing advisory/ consultancy assignments in respect of.....]³³

Note:

1. The Consultant should furnish the information of past experience in the prescribed format at Annexure C of Section V.

B. Financial Capacity

- i. The Consultant shall have received an average professional fee of [Rs.]³⁴ per annum from the consultancy services during last 3 (three) financial years preceding the last date for submission of Proposal (the "Financial Capacity").
- ii. Should have positive net worth in the last FY.

For the avoidance of doubt, professional fees hereunder refer to fees received by the Consultant for providing advisory or consultancy services to its clients, it does not include total contract value of a project.

Note:

1. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Consultant [will/ will not]³⁵ be considered for the purpose of evaluation.
2. Year 1 will be the latest completed financial year, preceding the last date for submission of Proposals. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Proposals falls within six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the three years preceding beyond latest financial year.

³³ This provision may be suitable modified specific to the assignment/services for which this RFP is issued and proposals are invited.

³⁴ This amount may be fixed on a reasonable basis, generally at least equal to the value of the Consultancy.

³⁵ Retain whichever is allowed and applicable.

3. In case of Joint Venture, the Technical Capacity and the Financial Capacity of all the members shall be considered for the purpose of evaluation. The members can jointly substantiate their qualification criteria.
- 2.2 Proposals of only those Consultant who satisfy for the minimum Qualification criteria will be considered for further evaluation. If a Consultant does not fulfil the minimum Qualification criteria, the Consultant shall be disqualified. On such disqualification the Financial Proposal of such Consultant will not be opened and will not be considered for further evaluation.
- 2.3 Though the Consultant fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria etc., if it comes into the notice of client.
- 2.4 The Consultant should offer and make available all the Key Personnel (the “Key Personnel”) having the requisite qualification & experience and shall discharge their respective responsibilities as provided in the Data Sheet. If the CV of a Key personnel does not meet client’s expectation, the same shall be suitable replaced during negotiation stage within 15 days of notice given by client and only after written approval of the client (clause 27 of ITC)

SECTION IV: DATA SHEET

(To be reviewed and filled by the Client as per requirement)

Clause Reference of ITC	Details
1.1	<p>The name of the Client is:</p> <p>The name, objectives and description of the Consultancy Services are:</p> <p>The method of selection is: - Quality and Cost Based Selection (QCBS)/ Least Cost Selection (LCS) with National/International competitive Bidding.</p>
1.2	<p>[Whether Electronic Reverse Auction (e-RA) is allowed/adopted? Yes ___ No ___]</p> <p>If the Proposal is subject to e-reverse auction process, the e-RA process shall be conducted as per rules/guidelines prescribed by the Government from time to time or as prescribed in the GEM portal (Government e-market place).</p>
1.3	<p>If The Assignment is phased: Yes / No . If yes, indicate the phasing</p>
1.3	<p>The Client envisages the need for continuity for downstream work: Yes ___ No ___ [If yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation]</p>
3.1	<p>The name(s), address(es), and telephone/numbers of the Client's Official(s) are:</p>
3.2	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>[list or state "N/A" if none]</p>
4.2, 1.1(f) of Section III	<p>Joint Ventures/ Consortiums are allowed? Yes ___ No ___</p> <p><u>*Experience of both lead member and other member / only lead members shall be considered for evaluation purpose</u></p>
4.3	<p>Sub-Contracting is allowed? [Yes, ___ % / No]</p> <p>(If 'Yes', not more than 50 percent depending upon type of works to be done)</p>
6.2, 10.1 A (xv), 18.2	<p>[The RFP documents may be downloaded free of cost from the E-Procurement Portal (www.uktenders.gov.in), or The Consultant is required to submit Demand Draft towards cost of RFP Document for an amount of [Rs. _____] ³⁶ in favour of [_____] along with the Technical Proposal in the manner set out in Clause 10.1 A. The amount so furnished shall be non-refundable.] ³⁷</p>
8.1	<p>The E-Procurement Portal provides for online clarification.</p> <p>Clarifications may be requested [Insert number] days before the submission date.</p> <p>A prospective Consultant requiring any clarification of the RFP Documents may notify the Client in writing through the E- Procurement Portal and/or by email to the mail id [_____].</p> <p><u>The Client will respond in writing to any request for clarification received earlier than [_____] days prior to the last date and time for submission of Proposal.</u></p>
8.2	<p>Pre- Proposal will be held on _____ [time and date] at the address provided below:</p>

³⁶ Cost of RFP Document shall be kept as deemed appropriate by the tender inviting authority.³⁷ Retain whichever is applicable.

	[Address/ Virtually] ³⁸																
9	Proposals should be submitted in the following language(s): [English/ Hindi] All supporting documents other than [English/ Hindi] language needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in [English/ Hindi] language, in which case, for purposes of interpretation of the Contract, this translation shall																
10.1 B	The Estimated Project Cost to be considered shall be [Rs.] (inclusive/exclusive of taxes). [If inclusive, indicate tax estimates separately]																
10.2	(i) Training is an important feature of this Assignment: Yes ___ No ___ [If yes provide appropriate information] () Additional Information in the Technical Proposal includes:																
10.2 (ii)	(i) The estimated number of Key Personnel months required for the assignment is:																
10.2 (iv)	If not used, state "Not applicable". If used, insert the following: The Consultant's Proposal must include the minimum Key Experts' time-input of [-----] person-months. [For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]																
10.2(v)	The minimum required experience of proposed key Personnel is: <table border="1"> <thead> <tr> <th>Position</th><th>Educational Qualification</th><th>Number of years of professional experience</th><th>Specific expertise</th></tr> </thead> <tbody> <tr> <td>1.</td><td></td><td></td><td></td></tr> <tr> <td>2.</td><td></td><td></td><td></td></tr> <tr> <td>3.</td><td></td><td></td><td></td></tr> </tbody> </table>	Position	Educational Qualification	Number of years of professional experience	Specific expertise	1.				2.				3.			
Position	Educational Qualification	Number of years of professional experience	Specific expertise														
1.																	
2.																	
3.																	
10.2 (vii)	Reports which are part of the assignment must be written in the following language: [English/ Hindi]																
10.3 (b)	[A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms. i. a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; ii. cost of travel by the most appropriate means of transport and the most direct practicable route; iii. cost of office accommodation, including overheads and back-stop support; iv. communications costs; v. cost of purchase or rent or freight of any equipment required to be provided by the Consultants; vi. cost of reports production (including printing) and delivering to the Client; vii. other allowances where applicable and provisional or fixed sums (if any)] viii. [insert relevant type of expenses, if any as applicable]																
10.3 (d)	A price adjustment provision applies to remuneration rates: Yes or No																

³⁸ Retain whichever is applicable.

	[Applies to all Time-Based contracts with a duration exceeding the Agreement Period. In exceptional circumstances, can also apply to Lump-Sum contracts assignments longer than the Agreement Period in duration with prior agreement with the Client.] [If “Yes”, it applies to local inflation]
10.3(e)	[Insert about responsibility of the Consultant and its Experts regarding meeting of tax liabilities arising out of the Contract]
11	[The currency of Financial Proposal is _____ and payment shall be quoted by the Consultant is entirely in _____]
12.1, 18.2	[The amount of EMD is Rs. ³⁹ _____ / [BID SECURING DECLARATION on Annexure K-Form 2 of this RFP Document.] ⁴⁰
12.2, 12.3	EMD should be in favour of [_____] and payable at [_____]
12.5	EMD payment option [Online Payments: i. Debit Card, ii. Credit Card, ii. Internet Banking iv. NEFT (National Electronic Fund Transfer) Offline Payments: i. Remittance at the Bank Counter using challan Note: The Client shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Consultant may use other alternative modes of payment. For further details regarding e-payment, please refer to the E- Procurement Portal.]
12.6	[BID SECURING DECLARATION along with supporting documents in the format provided at Annexure K-Form 2 of this RFP Document.] ⁴¹
13.1	Proposal must remain valid for [.....] days after the last date of submission i.e. until: [specify the exact date]
15.1	The Last [date] and [time] IST for receipt of Proposals in the E-Procurement Portal ⁴²
18.1	The Technical Proposal Document shall be opened first in the E-Procurement Portal at the [date] and [time] IST
22.2	The method to be used in case of LCS: [Min. technical score/ pass-fail] (For min. technical score, below is the broad criteria provided for guidance. The details should be as per the requirements of the consultancy and in accordance with the procurement Rules) The minimum technical score required to pass is: [normally 70-80] marks out of 100 marks Consultant whose Proposals are found to be responsive as specified in clause 21 and have fulfilled the qualification criteria specified in Clause 4.1 shall be given marks in accordance with the parameters set out below:

³⁹ The EMD should be fixed in accordance with the Procurement Rules and should be rounded off to the nearest thousands.

^{40, 41} The Consultant is required to submit the Bid Securing Declaration in the prescribed format only if specifically exempted by the Government from payment of EMD.

⁴² Procuring Entity shall ensure that adequate time is provided for the submission of Bids and minimum time is allowed from the time of publishing in E- Procurement Portal and the last date for submission of Bids.

	Points ⁴³
(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	[]
ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	[]
<p><i>[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p>	
(iii) Key Experts' qualifications and competence for the Assignment:	
<p><i>[Notes to Consultant: each position number corresponds to the same for the Key Experts in Form Annexure-F to be prepared by the Consultant]</i></p>	
a) Position K-1: [Team Leader]	[Insert points]
b) Position K-2: [Insert position title]	[Insert points]
c) Position K-3: [Insert position title]	[Insert points]
and so on	
Total points for criterion (iii): []	
<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p>	
1) General qualifications (general education, training, and experience):	_____ [insert weight between 10 and 20 %]
2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):	_____ [insert weight between 60 and 80%]
3) <i>[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</i>	_____ <i>[insert weight between 0 and 10 %]</i>
Total weight: 100%	
(iv) Transfer of knowledge (training) program (relevance of approach and methodology):	
Total points for criterion (iv): []	
(v) Others (if any allowed under Procurement Rules)	[]
Total points for the five criteria: 100	

⁴³ Points to be fixed by the Client to suit the project requirements and in accordance with the range defined in the Procurement Rules.

24.1	<p>Calculation of Technical and financial scores (For QCBS Only)</p> <p>The proposal with highest Technical marks (T_{\max}) will be given a technical score of 100 points. The technical scores of other proposals will be computed as follows:</p> $S_t = 100 \times T/T_{\max}$ <p>(In which, S_t is the Technical Score, T_{\max} is the highest technical marks and T is technical marks of proposal under consideration.)</p> <p>The lowest Financial Proposal (F_{\min}) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows</p> $S_f = 100 \times F_{\min}/F$ <p>(In which, S_f is the Financial Score, F_{\min} is the lowest price and F is the price offered in the proposal under consideration.)</p> <p>Proposals will finally be ranked according to their combined technical (S_t) and financial (S_f) scores as follows:</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>$T = [\text{Insert weight}]$, and</p> <p>$P = [\text{Insert weight}]$</p> <p>Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight in % given to the Technical Proposal; $P =$ the weight given in % to the Financial Proposal; such as $T + P = 100$) as following:</p> $S = S_t \times T\% + S_f \times P\%.$ <p>Where S is the combined score.</p>
26.1	For the purpose of the evaluation, the Client will [.....] GST payable on consulting services.
27.1	The address for negotiations is: [.....]
27.7	Penalty imposed for replacement of key experts is as follows: [.....]
29.1	The Consultancy Agreement would be kept ready for execution in the office of Client within [days] following Letter of Acceptance and the Consultancy Agreement shall be signed by the Successful Consultant within [days] thereof.
29.3	Execution of the Consultancy Agreement by the client shall be within [..] days from the date of receipt of Performance Security Deposit.
29.4	Successful Consultant will sign the Consultancy Agreement and deliver it to the Client within [..] days from the date of receipt of the Consultancy Agreement from the Client.
29.4	The Assignment is expected to commence on [Date, Month, Year] at [Location]:
30.1	Performance security Deposit shall be furnished by the Successful Consultant within [.....] days after receipt of notification of award from the client.
30.1	Value of Performance Security shall be [Fill in the applicable percentage] of Order value/Consultancy Fee.
32.1	Appeal to the prescribed authority: If the aggrieved Consultant is not satisfied with the decision of the Client, then such Consultant may appeal to prescribed appellate authority in the manner set out in the Grievance Redressal Portal of Uttarakhand

SECTION V: FORMATS FOR SUBMISSION OF PROPOSALS

1. Technical Proposal – Standard Forms

- A. Technical Proposal Submission Form
- B. Details of the Consultant
- C. Consultant's Experience
- D. Financial capacity of the Consultant
- E. Description of approach, methodology and work plan for performing the assignment
- F. Team composition and task assignments.
- G. Format of Curriculum Vitae of proposed Key Personnel.
- H. Time Schedule for Professional Personnel
- I. Activity (work) schedule
- J. Power of Attorney for Signing of Proposal
- K. Earnest Money Deposit
 - a. Form 1- Bank Guarantee for EMD
 - b. Form 2- Bid Securing Declaration
- L. Format for undertaking regarding restrictions on procurement from a Consultant of a country which shares a land border with India
- M. Proposals submitted by a JV - Joint Venture Agreement
- N. Checklist of Documents to be submitted by the Consultant along with the Technical Proposal

2. Financial Proposal - Standard Form

- O. Form 1- Summary of Costs
- Form 2 -Breakdown of Costs and Reimbursable expenses

Annexure A – Technical Proposal Submission Form
(To be submitted on the letter head of the Consultant)

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

RFP Reference No. _____

To

[insert complete Name and address of Client]

Sub: [Proposal for Procurement of (Name of Consultancy Services) at]

1. "We, the undersigned, hereby submit our Proposal, in two parts under Single Stage E-Procurement system procedure comprising Two Electronic Documents, namely: (a) the Technical Part: Technical Proposal, and (b) the Financial Part: Financial Proposal."
2. With reference to your RFP document dated _____. I/We, having examined the RFP Documents and have no reservations to the RFP Documents, including Addenda issued in accordance with Instructions to Consultants (ITC).
3. I/We certify that all information provided in the Proposal submitted by us are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I/We shall make available to the Client any additional information/clarification it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We declare that in the last 36 (thirty-six) months from the last date of submission, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procuring entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procuring entity for breach on our part.
7. We declare that we will abide by the 'Code of Integrity of Public Procurement as set out in Uttarakhand Procurement Rules/ as specified in Clause 31 of the ITB. In case of transgression, our names are likely to be deleted from the list of registered consultants, besides any other penalty or more severe action as deemed fit that may be imposed by the Client.
8. I/We understand that you may cancel the selection process at any time and that you are not bound to accept any Proposal that you may receive.
9. I/We certify that we satisfy the Eligibility Criteria and Qualification Criteria as specified in Section III and meet(s) the requirements as specified in the RFP Document.
10. I/We certify that, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
11. In the event of us being declared as the Successful Consultant, I/we agree to enter into an Agreement in accordance with the draft that has been provided by the Client. We agree not to seek any changes in the aforesaid draft Consultancy and agree to abide by the same.
12. I/We have studied all the RFP Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set forth in the draft Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or relating to the selection process including the award of the Agreement.

13. I/We offer an Earnest Money Deposit of Rs. [] (Rupees Only) and Cost of RfP documents Rs. [] (Rupees Only) (if applicable) for the Services

for which we have submitted the Proposal (s) in accordance with the RFP Document.

OR

I/We are hereby exempted from payment of EMD. The Supporting documents to substantiate the exemption

along with the Bid Securing Declaration in the required manner is attached.⁴⁴

14. The documents comprising the Proposal, as specified in Clause 10.1 of the RFP Document, have been submitted in the manner set out in the RFP Document.
15. We, the undersigned, offer and agree to provide the aforementioned services in accordance with RFP Document dated [Date] for a Consultancy Fee as mentioned in our Financial Proposal.
16. The quoted Consultancy Fee is inclusive of the cost of remuneration of the personnel, support staff, communication, travel, boarding and lodging, food and maintenance activities and like all costs incurred by the Consultant in carrying out the Services.
17. The quoted Consultancy Fee shall be inclusive of all prevailing taxes, levies, cess, and applicable taxes, if any, as applicable, for all activities provided under this Proposal excluding GST. Tax Deductible at Source (TDS) at the prevailing rates from time to time shall be deducted from consultant bills as per applicable law, and quoted rates shall be deemed to include this.
18. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document; draft Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.
19. I / We confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP Document.
20. I / We, the undersigned, offer to provide the above services in accordance with your RFP Document dated [Date], and our Proposal (Technical Proposal and Financial Proposal).
21. I / We hereby offer and agree to provide the aforementioned Service for a Service Fee/Consultancy Fee as provided by us in the E-Procurement Portal if we are the Successful Consultant for the aforementioned Service
22. I shall keep this offer valid for proposal validity period as specified in Clause 13.1 of the ITC and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
23. I/We confirm that if I/We are the successful Consultant shall within the period as indicted in the Data Sheet furnish the Performance Security Deposit in accordance with the Conditions of Consultancy Agreement.
24. I/We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding agreement between us, until a formal Agreement is prepared and executed.
25. We have submitted our Proposal as a Joint Venture as permitted in the Data Sheet, and we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the consultancy agreement in accordance with the consultancy agreement terms, in the event of award on us⁴⁵. I/We agree to abide by all the terms and conditions of this RFP Document

⁴⁴ Strikeout whichever provision is applicable.

⁴⁵ This declaration is applicable only if the Consultant is a Joint Venture if so permitted to submit the proposal as per RFP Document

26. I/We understand that you are not bound to accept the lowest or any Proposal you may receive.

In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP document.

Yours Faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

Name and seal of Consultant

ANNEXURE B - Details of the Consultant
(To be submitted on the letter head of the Consultant)

Form 1

1. (a) Name:
(b) Country of incorporation:
(c) Corporate Identity Number/ LLP Identification Number/ Proprietary Registration Number:
(d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
(e) Address of the office/ corporate headquarters or its branch office(s), in Uttarakhand:
2. Bank Details
(a) Name of the Holder
(b) Bank Account No.
(c) Name of the Bank
(d) Branch Name
(e) IFSC Code
3. Brief description of the Consultant including details of its main lines of business and proposed role and responsibilities in these Services:
4. Details of individual(s) who will serve as the point of contact/communication for the Client:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
(h) Mobile:
5. Particulars of the Authorized Signatory of the Consultant:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
(h) Mobile:
6. A statement by the Consultant disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration during the last 36 (thirty-six) months from the last date of submission is given below (Specify only those where final awards is pending).

Year	Name of Work/ Assignment	Name of Client with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation

7. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note:

Consultant shall fill in this Form in the format provided above. No alterations to its format shall be permitted.

SIGNATURE OF THE CONSULTANT WITH DATE AND OFFICIAL SEAL

(Name and Designation)

Duly authorized to sign the Proposal on behalf of

(Name & address of the Consultant and Seal)

Annexure B- Form 2- Declaration by Associates of Foreign Principals

If the Consultants is Foreign Principals than their Associates shall provide required declarations in the below format

Declaration by Associates of Foreign Principals

(Required only for Associates of Foreign Principals) ⁴⁶

*(To be submitted on Consultant's Letter Head along with supporting documents, if any as part of Technical Proposal)
(Ref Section III of ITB)*

Associate's Name _____

[Address and Contact Details]

Principal's Reference No. _____ Date _____

The Governor of Uttarakhand, through
Head of Procurement
Procurement Organisation

[Complete address of the Client]

Dear Sirs,

Ref. Your RFP Document No. /Tender No./ xxxx; RFP Title: CONSULTANCY SERVICES

1. We, _____, are a Bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals _____ (name and address of the principal) to associate with them for participation in this Procurement Process.
2. We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Proposals shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Client as per the RFP Document.
3. The required details as per ITB-clause 10.1.A (iii) are as follows.

- a) Name of the Associate: _____
- b) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Power of Attorney/ Board Resolution.
- c) Year of establishment: _____
- d) Sister Concerns: _____
- e) Corporate Identity No. (CIN): _____
- f) Aadhar Card of Owner/ CEO/ Partner _____
- g) PAN number: _____
- h) Complete Postal Address: _____
- i) Pin code/ ZIP code: _____
- j) Telephone nos. (with country/ area codes): _____
- k) Mobile Nos.: (with country/ area codes): _____
- l) Contact persons/ Designation: _____
- m) _____ Email IDs: _____
- n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): _____

⁴⁶ This may be deleted if international/ foreign Bidders are not allowed to participate in the Procurement Process.

- o) GSTIN number:in Consignor and Consignee States
p) Registered office from where association services would be mainly provided for GST Purpose:
q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

4. Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the Contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.
5. We enclose herewith: as appropriate, our -----Bye-Laws/ Registration Certificate/ Memorandum of Association/ Power of Attorney/ Board Resolution

Yours faithfully,

.....

.....

[signature with date, name, and designation]
for and on behalf of M/S.....
[name & address of the foreign Principals and seal of company]

DA: 1. As above

ANNEXURE C - Consultant Experience

(To be submitted on the letter head of the Consultant)

Relevant Services Carried Out in the Last [Five] Years That Best Illustrate Qualifications

(Refer Section III of the RFP Document)

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Key Personnel Provided by Your Firm/entity(profiles):
Name of Client:	No. of Staff:
Address:	No. of Staff-Months; duration of assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Rs.):
Name of Associated Consultants, if any:	No. of Staff Months provided by Associated Consultants:
Name of Senior Personnel (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Assignment:	
Description of Actual Services Provided by Your Personnel:	

General Instructions:

1. The experience cited must comply with the eligibility criteria specified in Section III and Data sheet.
2. Along with the above format and information, the Proposals for demonstrating the qualification criteria as provided in Section III of the ITC is required to submit the supporting documentary proofs as provided at **Annexure N for above details:**
3. The list above is indicative only, Consultants may attach more documents if required to showcase its past performance.
4. In case the Consultant is registered outside India. For conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of RFP Document. In case of any other currency, the same shall first be converted to US Dollars as on the date of issue of RFP Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
5. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
6. The Consultants is required to submit a Certificate from the Statutory Auditor for Technical Capacity of the Consultant as provided in the format below

Format for Certificate from Statutory Auditor for Qualification Criteria of the Consultant
(To be submitted on the Letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ [Name of the **Consultant**], and certify that M/s _____ [Name of the **Consultant**] has provided/undertaken the assignment _____ [Name of the Assignment] for _____ [Name of the Client]. The said assignment was undertaken for the period from _____ to _____ and have received a total Consultancy Fee of Rs. _____.

This certificate is being issued to be produced before [Name of the Client], for the [“Procurement of Consultancy Services for _____”].

Seal and Signature of the Statutory Auditor clearly
indicating his/her membership number
as well as UDIN number

Date:

Place:

Note:

It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant service in evaluation of experience criteria. The statutory auditor should clearly indicate the membership number assigned by the Institute of Chartered Accountants of India or equivalent organisation abroad.

ANNEXURE D –Financial Capacity of the Consultant
(Refer Section III of the RFP Document)

<u>S. No.</u>	<u>Financial Year</u>	<u>Professional Fees</u> <u>(Rs.)</u>	<u>Net worth- last Fin. Year</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			

Certificate from the Statutory Auditor⁴⁷

This is to certify that.....(name of the Consultant) has received the payments shown above against the respective years as professional fees from the consultancy services.

This certificate is being issued to be produced before [Name of the Client], for the [“Procurement of Consultancy Services for _____”].

Name of the audit firm:

Registration No. of the Firm:

Seal of the audit firm

Date:

Signature, name and designation of the authorised signatory)
as well as UDIN number

Note:

1. The Consultant should provide details of its own Financial Capacity duly certified by its Statutory Auditor.
2. In case the Consultant is registered outside India, the financial capacity as certified by the statutory auditor residing outside India may be submitted. However, for conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of RFP Document. In the case of any other currency, the same shall first be converted to US Dollars as on the date of issue of RFP Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

⁴⁷ In case the Consultant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Consultant.

ANNEXURE E - DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
(Refer Section III of the RFP document)

A description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

ANNEXURE F- Team composition and Task assignments

(Refer to Section III of the RFP Document)

(To be submitted on the letter head of the Consultant)

[Key Personnel]

Sl. No.	Name	Position	Task
1.			
2.			
3.			

2. Non-Key Personnel (not to be considered for evaluation purpose)

Sl. No.	Name	Position	Task
1.			
2.			

ANNEXURE G - Format of Curriculum Vitae of Proposed Key Personnel
(Refer to Clause 10.1 of the ITC)

Name of Consultant: _____
 Name of Personnel: _____
 Profession: _____
 Date of Birth: _____ Contact Number: _____
 Address of Personnel: _____
 Years with Firm/Entity: _____ Nationality: _____
 Membership in Professional Societies: _____
 Detailed Tasks Assigned: _____
Key Qualifications:

[Give an outline of Personnel 's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal or blacklisting by the Client. I also certify that I have not submitted my CV, for this assignment, to any other firm.

Date:

[Signature of Personnel]

Day/Month/Year

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Consultant firm along with the seal of the firm.

ANNEXURE H – Time Schedule for Key Personnel
(Refer to Section III of the RFP Document)

Sl. No.	Name	Position	Location	Experts Input (in person per month) per each Deliverable				Total Time inputs (in months)
				D-1	D-2	D-3	D-4	
1.			Home					
			Field					
3.								
4.								

Signature: _____

Note:

The Schedule should be for the period of completion of assignment

(Authorized Representative)

Full Name: _____

Title: _____

Address: _____

ANNEXURE I– Activity (work) schedule
(Refer to Section III of the RFP Document)

A. Field Investigation and Study Items:

Sl. No.	Deliverable	Month-wise Program (in form of Bar Chart) ++ [1st, 2nd, etc. are months from the start of assignment]											
		1st	2nd	3rd	4th	5 th	6th	7th	8th	9th	10th	11th	12th

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Report*	Programme: (Date)
1. Concept Report/Inception Report	
2. Draft Report	
3. Final Report	

* **MODIFY AS REQUIRED FOR THE ASSIGNMENT.**

ANNEXURE J – Power of Attorney for Signing of Proposal**Form 1**

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our “Proposal for Procurement of Consultancy Services for _____”, proposed by the [Name of the Client] (the “Client”) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Consultant’s and other conferences and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts including the Consultancy Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Service and/or upon award thereof to us and/or till the entering into the Consultancy Agreement with the Client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____

(Signature)

(Name, Title and Address)

Witnesses:

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Consultant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Consultant from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE J**Form 2- Power of Attorney for Lead Member of Consortium***(To be submitted on 100 rupees Non-Judicial Stamp Paper)*

Whereas the [Name of the Procuring Authority] (the “Client”) has invited Proposals from interested parties for “Procurement of Consultancy Service viz., _____” (the “Consultancy Services”).

Whereas, _____, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in providing Consultancy Service in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the procurement of Consultancy Service, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Client to do for and on behalf of the Consortium, all acts, Contracts and things as may be necessary in connection with the Consortium’s submit proposal for the Consultancy Service.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the procurement process and, in the event the Consortium is awarded to us, during the provision of Consultancy Service and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, Contracts or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its proposal[s] for the Assignment, including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in procurement and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of proposal of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s proposal[s] for provision of Consultancy Service and/ or upon award thereof till the Consultancy Agreement is entered into with the Client.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Agreements and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, Agreements and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ [YEAR]

For _____ (Signature) _____ (Name & Title)
 For _____ (Signature) _____ (Name & Title)
 For _____ (Signature) _____ (Name & Title)

Witnesses:

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Consultant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Consultants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**ANNEXURE K: Earnest Money Deposit
Form 1- Bank Guarantee for EMD⁴⁸
(Refer Clauses 12.3 of the RFP Document)**

B.G. No.

Dated:

- 1 In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Client", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of (a registered under the,) and having its registered office at (hereinafter referred to as the "Consultant" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for (hereinafter referred to as "the Assignment") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Consultancy agreement (hereinafter collectively referred to as "RFP Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Consultant, do hereby in terms of Clause 1 2.4 and 2.19 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents by the said Consultant and irrevocably, unconditionally and on non-transferable basis undertake to pay forthwith to the Client an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Consultant if the Consultant shall fail to fulfil or comply with all or any of the terms and conditions contained
- 2 Any such written demand made by the Client stating that the Consultant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Consultant or any other person and irrespective of whether the claim of the Client is disputed by the Consultant or not, merely on the first demand from the Client stating that the amount claimed is due to the Client by reason of failure of the Consultant to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Consultant to keep its Proposal open during the Proposal validity period as set forth in the said RFP Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Proposal or for such extended period as may be mutually agreed between the Client and the Consultant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Consultant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents including, *inter alia*, the failure of the Consultant to keep its Proposal open during the Proposal validity period set forth in the said RFP Documents, and the decision of the Client that the Consultant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other Client.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Consultant or the Bank or any absorption, merger or amalgamation of the Consultant or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Consultant or the period for fulfilment and

⁴⁸ Form 1 is required to be furnished if the Consultant is required to furnish EMD in the form of Bank Guarantee.

compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Consultant or to postpone for any time and from time to time any of the powers exercisable by it against the said Consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Documents or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Consultant or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Client to proceed against the said Consultant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Consultant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [insert date falling (equal to validity period of EMD) days after the last date for submission of Proposal].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorized official.

(Signature of the Authorised Signatory)
(Official Seal)

ANNEXURE K: Form 2- Bid Securing Declaration
(Refer Clauses 12.6 and to be submitted on the letterhead of the Consultant)

Consultants' Name _____
[Address and Contact Details]
Consultant's Reference No. _____

Date.....

To
[Head of Procurement
Procuring Entity
[Complete address of the Procuring Entity]

Ref: RFP Document No. RFP No./ xxxx; RFP Title: Consultancy Services for [_____]

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this RFP Document, the Proposal must be supported by a BID SECURING DECLARATION in lieu of EMD.

We unconditionally accept the conditions of this BID SECURING DECLARATION. We understand that we shall stand automatically suspended from being eligible for participating in any Proposal in Procuring Entity for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the Proposal conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity period; or
2. being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the RFP Document.
 - b. Fail or refuse to sign the contract.

We know that this BID SECURING DECLARATION shall expire if the contract is not awarded to us, upon:

1. receipt by us of your notification of cancellation of the entire procurement process or rejection of all Proposals or of the name of the successful Consultant or
2. forty-five days after the expiration of the Proposal validity period or any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign Proposal for and on behalf of.....

[name & address of Consultant and seal of company]

Dated on day of..... [insert date of signing]

Place.....[insert place of signing]

DA:

ANNEXURE L: Format for Undertaking Regarding Restrictions on Procurement from a Consultant of a Country which shares a Land Border with India
(To be submitted on the letterhead of the Consultant)

[Date] _____
FROM: (Name of Entity) _____

TO: (Name and Address of the Client)

Dear Sir:

Subject: Undertaking Regarding Restrictions on Procurement from A Consultant of a Country Which Shares a Land Border with India

I have read the clause regarding restrictions on procurement from a Consultant of a country which shares a land border with India; or bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. I certify that this consultant is neither from such a country nor has ToT arrangement with an entity from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this Consultant is from _____ country. I hereby certify that this Consultant fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant :

ANNEXURE M: Joint Venture Agreement

[Proposals submitted by only a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Consultant shall be signed by all members and submitted with the Proposal]

ANNEXURE N: Checklist of Documents to be submitted by the Consultant along with the Technical Proposal

(Refer Section III of the RFP Document)

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO	Page no
1.	10.1 A of ITC	First Electronic Document – Part 1- Technical Proposal documents	Annexure A, B, C, D, E, H, I, J, K, L, M and Demand Draft for payment of RFP Document fee along with supporting documents to substantiate the same		
2.	10.1 B of ITC	Second Electronic Document – Part 2- Financial Proposal documents	Annexure O		
3.	Section III	Statement of not been debarred or removed from empanelled/registered list by the Procuring Entity/ Purchaser	Furnish a Notorised stamp paper of value Rs 100/- to this effect.		
4.	Section III	Legal Status of the Consultant	a. Furnish a copy of the Registration Certificate along with copy of PAN and the IT returns for the last 36 months preceding the last date for submission of Proposals as a proof of identity. b. Members of the Joint Venture shall enter into a binding Joint Bidding Agreement for the purpose of submitting the proposal which shall include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations, if any		
5.	Section III	Qualification Criteria Demonstration – Consultant References	Furnish a copy of the following documents a) Copy of completion certificate from the client for satisfactory performance and Certificate from a Statutory Auditor in the format provided at Annexure C		
6.	Section III	Qualification Criteria Demonstration – Key Personnel Experience	Copies of Curriculum Vitae of Proposed Key Personnel proposed position in the format prescribed at Annexure G. Self-Attested- Supporting documents in the form of experience letters and educational degree certificates shall also be submitted for all proposed Key Personnel		

7.	Section III	Qualification Criteria Demonstration – Financial Capacity of the Consultant	<ul style="list-style-type: none"> • Certificate(s) from Statutory Auditors stating total revenues from professional fees during each of the past three financial years. • In the event that the Consultant does not have a statutory auditor, it shall Provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Consultant. 		
8.	12 of ITC	EMD	<ul style="list-style-type: none"> • Certificate for exemption/Bid Securing Declaration/ Bank guarantee(scanned copy)/E-Bank Guarantee etc. whichever is applicable. 		
	Section III- 1.3	List of Registrations	<ul style="list-style-type: none"> • Registration under the applicable law for establishing their legal identity • Active Registration under the Goods and Service Tax (GST) [& last submitted return as proof of submission of dues] • Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961 • Registration for MSE issued by authority under MSE Policy for Uttarakhand/MSE issued by Authority under MSE policy of Uttarakhand. 		

**ANNEXURE O: FINANCIAL PROPOSAL
FORM 1- SUMMARY OF COSTS**

Item No.	Description ⁴⁹	Amount (Rs.)
A.	PERSONNEL COSTS	
I	Remuneration for Professional Personnel (inclusive of all personal allowances)	
II	Remuneration for Support Personnel (inclusive of all personal allowances)	
B. III	REIMBURSEMENT EXPENSES	
	TOTAL Consultancy Fee [inclusive/exclusive of GST]- Lumpsum	
	[Estimated Project Cost]⁵⁰	
	[Consultancy Fee as Percentage of Estimated Project Cost]⁵¹	

Note:

1. Estimate of Costs for Item A I, to A II shall be as per Form-2.
2. Expenses in Item A II shall not exceed 15% (fifteen per cent) of the total Cost under Item A.
3. No escalation on any account will be payable on the above amounts.
4. Payments will be made as per stipulations of the Special Conditions of Consultancy. The break-up of cost as given in form-2 is to facilitate assessment of reasonableness of costs and for determining remuneration for additional services.
5. The Consultancy Fee shall be fixed and firm for the duration of the Consultancy Agreement, except as adjusted in accordance with the Consultancy Agreement, if applicable.
6. The Consultancy Fee shall be quoted in the manner indicated in the Instructions to Consultant in the RFP Documents. For each item, the Consultant shall complete each appropriate column in this Form-2, and giving the price breakdown as indicated in the Form-2. Fees given in the Forms against each item shall be for the scope covered by that item as detailed in the ToR or elsewhere in the RFP Documents.
7. When requested by the Client for the purposes of making payments or part payments, valuing changes or evaluating claims, or for such other purposes as the Client may reasonably require, the Consultant shall provide the Client with a breakdown of any composite or lump sum items included in the Forms.

**ANNEXURE O: FINANCIAL PROPOSAL
FORM 2- BREAKDOWN OF COSTS**

I. REMUNERATION FOR PROFESSIONAL PERSONNEL

No.	Position	Name	Person-month Remuneration Rate (Rs.)	Time Input in Person-Months	Amount (Rs)
1.					
2.					
3.					
4.					
Subtotal					

⁴⁹ Modify the items as appropriate for the Consultancy Assignment depending on type of contract.

⁵⁰ Retain this only if the Consultant is required to quote the consultancy fee as a percentage of estimated Project Cost

⁵¹ Retain this proviso only if the Consultant is required to quote the consultancy fee as a percentage of estimated Project Cost

II. REMUNERATION FOR SUPPORT PERSONNEL

No.	Position	Name	Person-month Remuneration Rate (Rs.)	Time Input in Person-Months	Amount(Rs)
1.					
2.					
3.					
				Total :	

III. REIMBURSEMENT EXPENSES

No.	Particular	Time Input in Month	Amount(Rs)
1.	Office Rent		
2.	Office Consumables like stationery, communication etc		
3.	Office Furniture and Equipment (Rental)		
4.			
		Total :	

SECTION VI: TERMS OF REFERENCES

Terms of Reference should normally contain the following sections:

1. Background
2. Concise statement of objectives
3. Details of the tasks to be carried out

Besides other details following may also be indicated:

- a) [indicate if downstream work is required]
 - b) [indicate if training is a specific component of the assignment]
 - c) [Note to Client: If the scope of services of the consultant includes design of structural elements (such as existing or new buildings, roads, bridges, penstocks, power stations, power transmission and distribution systems and dams), specify applicable requirements that shall be taken into account in the design, consistent with national legal requirements, the Environmental, Health and Safety Guidelines (EHSG) and other Good National/ International Industry Practice (GIIP). This may include, as appropriate: (i) taking into account climate change considerations in the structural design; (ii) incorporating any mandatory requirements on accessibility of national laws or regulations into the design of new buildings and structures; (iii) where technically and financially feasible, applying any additional measures needed to meet the universal accessibility requirements (i.e. unimpeded access for people of all ages and abilities in different situations and under various circumstances, as set out in GIIP) in the design of new buildings and structures ; (iv) any applicable requirements for certification or approval by competent authorities or professionals; and (iv) requirements on safety of dams.]
 - d) [Include the following if the proposed consulting services contract has been assessed to present potential or actual cyber security risks: Manage cyber security risks related to the proposed consulting services]
 - e) Any other works/services as per site requirement.
4. Client's Input and Counterpart Personnel
 - a) Services, facilities and property to be made available to the Consultant by the Client:
_____ [list/specify]
 - b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:
_____ [list/specify]
 5. Reporting Requirements and Time Schedule for Deliverables
[At a minimum, list the following:
 - a) format, frequency, and contents of reports;
 - b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;
 - c) dates of submission;
 - d) persons (indicate names, titles, submission address) to receive them; etc.]

[Include the following if the proposed consulting services contract has been assessed to present potential or actual cyber security risks.]

- a) The Consultant shall:
- b) include, in periodic progress reports, status of compliance to cyber security risk management and any foreseeable cyber security risk mitigation;
- c) immediately notify the Client of any cyber security risks related to the consulting services contract.

6. Composition of review committee to monitor consultant work
7. Procedure for review of progress reports, inception, status, final draft and final reports
8. Team Composition & Qualification Requirements for the Key Experts/ professional (and any other requirements which will be used for evaluating the Key Experts/ professional as per RFP Document)
 - b) [If the scope of services of the consultant includes design of structural elements, specify appropriate experience and qualifications needed to ensure that the design will be carried out by competent professionals.]
 - c) [If the proposed consulting services contract has been assessed to present potential or actual cyber security risks, the Consultant must be required to demonstrate relevant experience in this field among its proposed Key Experts/ professional (either by one or more of those experts possessing this additional experience or otherwise by proposing cyber security expert/s as appropriate.)]

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SECTION VII: FORM OF CONSULTANCY AGREEMENT

This CONSULTANCY AGREEMENT (hereinafter called the "Agreement") is made on the [Number] day of the month of [Month], [year], between, on the one hand, [name of the client] (hereinafter called the "Client") and, on the other hand, [name of the consultant] (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant")"]⁵²

WHEREAS

- a. The Client has invited the Consultant to provide Consultancy services as defined in this Consultancy Agreement (hereinafter called the "Services");
- b. the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement for [a _____ percentage of Estimated Project Cost (in words) totaling to]⁵³ a sum of Rs. _____ (Rupees _____ Only) (hereinafter called as the "Consultancy Fee");

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following conditions and documents in the indicated order of precedence (higher to lower) herein below shall be deemed to form and be read and construed an integral part of this Agreement irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Agreement shall imply reference to all these documents as well:
 - a. Consultancy Agreement including Conditions of Contract (i) The General Conditions of Consultancy ("GCC"), the Special Conditions of Consultancy ("SCC") and the following Appendices thereto at Section X:

Appendix A:	Description of Services
Appendix B:	Reporting Requirements
Appendix C:	Key Personnel
Appendix D:	Services and Facilities to be provided by the Client
Appendix E:	Breakdown of Consultancy Fee
Appendix F:	Performance Security Deposit
Appendix G:	Notification of Award and Letter of Acceptance
Appendix H:	Any modification, addendum, Pre-Proposal meeting proceedings
Appendix I:	Undertaking for Confidentiality
 - b. Letter of Acceptance;
 - c. Record Notes/ Minutes/ confirmations of specific agreements pursuant to post proposal discussions/ clarifications (in case of any ambiguity or conflict amongst the specific agreements the latest dated specific agreement shall prevail);
 - d. Consultant's completed Proposal Forms submitted with the Technical Proposal

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. In the event of any ambiguity or conflict between the Consultancy Documents listed above, the order of precedence shall be the order in which the Consultancy Documents are listed in Clause 1 above.
3. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Agreement, in particular:
 - a. The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

⁵² To be deleted, if not applicable

⁵³ To be deleted where the consultancy fee is quoted in in the form of amount and not as a percentage of estimated project cost.

b. the Client shall make payments to the Consultant in accordance with the provisions of the Agreement.

*Any additional clause may be inserted in the public/administrative/work/project interest during the signing of the contract.

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

FOR AND ON BEHALF OF [GOVERNOR OF UTTARAKHAND] By (Signature and Designation of the Authorized Representative of the Client)	FOR AND ON BEHALF OF [NAME OF CONSULTANT OR Name of a Joint Venture] By (Signature and Designation of the Authorized Representative of the Consultant)
--	--

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.

For and on behalf of each of the members of the Consultant [insert the Name of the
Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

SECTION VIII: GENERAL CONDITIONS OF CONSULTANCY AGREEMENT (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement have the following interpretation as specified:

- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in India supplemented by the law and regulations of State of Uttarakhand, as they may be issued and in force from time to time;
- (b) **"Agreement"** means the Agreement signed by the Parties, to which these General Conditions of Consultancy (GCC) are attached, together with all the documents listed in Clause 1 of such signed Agreement;
- (c) **"Consultancy Fee"** means the fee to be paid for the full and proper performance of the Services, in accordance with Clause 6.2;
- (d) **"Confidential Information"** shall have the meaning set forth in Clause 3.5;
- (e) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.4;
- (f) **"Dispute"** shall have the meaning set forth in Clause 9.2;
- (g) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause GCC 2.1
- (h) **"GCC"** means these General Conditions of Consultancy;
- (i) **"Government"** means, Government of Uttarakhand;
- (j) **"Member"**, in case the Consultant consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Agreement.
- (k) **"Party"** means the Client or the Consultant, as the case may be, and Parties means both of them;
- (l) **"Personnel"** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GCC 4.2 (a);
- (m) **"Performance Security"** (includes the terms 'Performance Bank Guarantee' or "E-Bank Guarantee" or demand draft or fixed deposit receipt or other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Consultant in the form prescribed for the due performance of this Agreement;
- (n) **"SCC"** means the Special Conditions of Consultancy by which these General Conditions of Consultancy may be amended or supplemented

- (o) "Services" means the services to be provided by the Consultant in pursuant to this Agreement as described in Appendix A;
- (p) "Site" means the place of Service mentioned in the SCC;
- (q) "State" means the State of Uttarakhand,
- (r) "Third Party" means any person or entity other than the Government, the Client and the Consultant.

1.2 Interpretation of Clauses

In the Consultancy Agreement, except where the context requires otherwise,

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular and, words unless specifically defined, have their normal meaning under the language of the Consultancy Agreement;
- (c) provisions including the word "agree," "agreed," or "agreement" require the agreement to be record in writing;
- (d) the word "tender" is synonymous with "Proposal," "tenderer" with "Consultant," and "tender documents" with "RFP Documents";
- (e) the word 'approved' means approved in writing, including subsequent written confirmation of previous verbal approval and 'approval' means approval in writing, including as aforesaid
- (f) "written" or "in writing" means handwritten, typewritten, printed or electronically made, and resulting in a permanent record;
- (g) "person" means a natural person, any form of business organization, incorporated or not, or any other legal entity, including but not limited to a company, a corporation, limited liability partnership, partnership, or proprietorship organization;
- (h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members/ partners of the JV, and where the members/ partners of the JV are jointly and severally liable to Purchaser for the performance of the Consultancy Agreement;
- (i) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (j) wherever it is mentioned in the Consultancy Agreement that the Consultant shall perform certain work or provide certain facilities or services, it is understood that the Consultant shall do so at his cost and the Consultancy Fee shall be deemed to have included the cost of such performances and provisions so mentioned;
- (k) in case the word 'Consultant' is used in connection with or in relation to the Consultancy Agreement, it shall have the same meaning as "Consultant"; and
- (l) in case the word 'Employer' is used in connection with or in relation to the it shall have the same meaning as " Client" .

1.3 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Key Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Governing Law

The Agreement shall be governed by and interpreted in accordance with the laws of the Client's State, unless otherwise specified in the SCC.

1.5 Language

This Agreement has been executed in English/ Hindi language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Agreement. If supporting documents are in a language other than English or Hindi, they must be accompanied by a self-certified accurate translation of the relevant parts into English/ Hindi. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Consultant.

1.6 Notices

1.6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

1.6.2 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 or as specified in SCC.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Uttarakhand or elsewhere, as the Client shall inform.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

The Consultant and their Personnel/Staffs 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 Consultancy Fee.

1.10 Authority of Member in Charge

In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Agreement, including without limitation the receiving of instructions and payments from the Client

1.11 Joint Venture, Consortium or Association

If the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Client for the fulfillment of the provisions of the Agreement and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.

2. Commencement, Completion, Modification and termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Commencement of Services

The Consultant shall confirm availability of Key personnel and begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.

2.3 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.7, this Agreement shall expire at the end of such time period after the Effective Date as is specified in the SCC.

2.4 Modification

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Consultancy Fee, shall only be made by written agreement between the Parties.

2.5 Force Majeure**2.5.1 Definition**

- a) For the purposes of this Agreement, "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 Agreement impossible or so impractical as to be considered impossible under the circumstances. Such events may include but not limited to acts of the Client either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic outbreak, quarantine restrictions and freight embargoes, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall be notified by the Client to the Consultant
- d) Force Majeure shall not include insufficiency funds or failure to make any payment required hereunder.

2.5.2 No Breach of Agreement

The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement 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 Agreement, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be taken

- a) Measures to be taken in the event of Force Majeure shall be as follows;
 - i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to remove its inability to fulfil its obligations hereunder and minimise the consequences of any event of Force Majeure.
 - ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- b) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 9.

2.5.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, 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 without any cost escalation and without imposition of liquidated Damage.

2.5.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Show Cause Notice

The Client may write a show cause notice to the Consultant, if the Consultant fail to perform any of their obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such show cause notice.

2.7 Termination**2.7.1 By the Client**

The Client may terminate this Agreement, by giving a written notice of termination to the Consultant and a reasonable time as specified in SCC, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.7.1 duly mentioning the date of effect of termination:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a show cause notice pursuant to Clause 2.7 hereinabove;
- b. if the Consultant (or any of their members) become insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9.2 hereof;
- d. if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. If the Consultant is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
- f. If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 4.
- g. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.7.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

2.7.3 By the Consultant

The Consultant may terminate this Agreement, by giving a written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.3:

- a) if the Client fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within a reasonable time as specified in SCC after receiving written notice from the Consultant that such payment is overdue;
- b) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within a reasonable time as specified in SCC (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d) the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.7.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clause GCC 2.7, or upon expiration of this Agreement pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in Clause GCC 3.5 hereof;
- iii. the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.9, as relate to the Consultant's Services provided under this Agreement;
- iv. any right which a Party may have under the law applicable in Uttarakhand.

2.7.5 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GCC 2.7.3 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 3.11 and GCC 3.12.

2.7.6 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.7.1 or 2.7.3, the Client shall make the following payments to the Consultant:

- a. Remuneration and Reimbursement pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; and
- b. in the case of termination pursuant to paragraphs (d) to (g) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Agreement, including the cost of the return travel of the Key Personnel.

2.7.7 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GCC 2.7.1, or in Clause GCC 2.7.3 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GCC 8 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant**3.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder 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 Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties. The Consultant shall employ and provide such qualified and experienced Key Personnel's as are required to carry out the Services.

3.2 Description of Services

The scope of services to be performed by the Consultant is specified in the Description of Services (the "Services") at Appendix A of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnels of the Consultant, comply with the Applicable Laws.

3.4 Conflict of Interests

3.4.1 The Consultant shall not have a Conflict of Interest as per the Uttarakhand Procurement Rules and any breach hereof shall constitute a breach of the Agreement.

3.4.2 Consultant and Affiliates Not to engage in certain Activities

The Consultant agree that, during the term of this Agreement and after its termination, the Consultant and their affiliates, as well as any of its affiliates, shall be debarred from providing goods, works or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related to the Services or as specified in SCC.

3.4.3 The Consultant shall provide professional, objective, and impartial services and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

3.5 Confidentiality

Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. An undertaking by the Consultant to fulfil the obligations under this clause is provided at **Appendix I**.

3.6 Liability of the Consultant

- a. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- b. The Consultant shall, subject to the limitation specified in Clause 3.6 (c), be liable to the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Client's property, shall not be liable to the Client:
 - i) for any indirect or consequential loss or damage; and
 - ii) for any direct loss or damage that exceeds (a) the Consultancy Fee set forth in Clause 6.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.6 (c), whichever of (a) or (b) is higher.
- d. This limitation of liability specified in Clause 3.6 (c) shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Consultancy Fee.

3.7 Insurance to Be Taken out by the Consultant

The Consultant (a) shall take out and maintain in the joint name of the Client and the Consultant, on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC or any applicable law including Labour Laws; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

3.8 Consultants' Actions Requiring Client's Prior Approval

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"), and
- b. any other action that may be specified in the SCC.

3.9 Accounting, Inspection and Auditing

- a. The Consultant shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost;
- b. The Consultant shall permit the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.

3.10 Reporting Obligations

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

3.11 Documents Prepared by the Consultant to Be the Property of the Client

- a. All plans, drawings, specifications, designs, reports and other documents and software (collectively referred to as “**Consultancy Documents**”) submitted by the Consultant in accordance with Clause 3.10 shall become and remain the property of the Client, and all intellectual property rights in such Consultancy.
- b. Consultancy Documents shall vest with the Client. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Client under law, shall automatically stand assigned to the Client as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Client may deem necessary to secure its rights herein assigned by the Consultant.
- c. The Consultant shall, not later than upon termination or expiration of this Agreement, deliver all such Consultancy Documents to the Client, together with a detailed inventory thereof.
- d. The Consultant shall hold the Client harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘claims’) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant to perform any of its duties or obligations in relation to securing the aforementioned rights of the Client.

3.12 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultant by the Client or purchased by the Consultant with funds provided by the Client shall be the property of the Client and shall be marked accordingly and maintained properly. Upon termination or expiration of this Agreement, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client’s instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

3.13 Providing access to Project Office and Personnel

The Consultant shall ensure that the Client, and officials of the Client having authority from the Client, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Client’s official, who has been authorised by the Client in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction. Description of project office shall be as specified in SCC

3.14 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of

these services. Subject to the provisions of Clause 3.6, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. Consultants' Personnel

4.1 Description of Personnel

- a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The estimate of Personnel costs and man-day rates are specified in Appendix C of this Agreement.
- b) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel, set forth in the Appendix of the Agreement may be increased by agreement in writing between the Client and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Consultancy Fee set forth in Clause 6. 2.

4.2 Approval of Key Personnel

- a. The Key Personnel listed in Appendix C of the Agreement are hereby approved by the Client. No other Key Personnel shall be engaged without prior approval of the Client.

4.3 Removal and/or Replacement of Personnel

- a. The Client expects all the Key Personnel to be available during implementation of the Assignment. Substitution of Key Personnel can be allowed in compelling or unavoidable situations only and substitute shall be of equivalent or higher credentials to the satisfaction of the Client. Such substitution may ordinarily be limited to not more than 30% of the total Key Personnel.
- b. If the Consultant hereafter proposes to replace any person as Key Personnel, it shall submit to the Client its proposal along with a CV of such person which is equal or better in terms of required qualification. The Client may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Client's consideration.
- c. Replacement of first Key Personnels will be subject to reductions of the remuneration payable to the original Key Personnels as prescribed in the Data Sheet.⁵⁴
- d. Any substitution beyond 30% of the total Key Personnel may lead to disqualification of the Consultant or termination of the Agreement. The Consultant shall provide a substitute within [14] working days.
- e. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Consultant or termination of the Agreement
- f. If the Client finds that any of the Personnel have (i) committed serious misconduct or has 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 Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- g. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.4 Working Hours, Overtime, Leave, etc.

- a. Working hours and holidays for Consultant's Personnel are set forth in Appendix C.

⁵⁴ In case more substitutions are permissible than the overall 30% limit, Client may formulate a suitable mechanism following the given logic, which should be specified in the RFP Document.

- b. The Consultant Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultancy Fee shall be deemed to cover these items. Leave by Personnel shall be subject to the prior approval of the Consultant, who shall ensure that absence for leave purposes will not affect the continuity of Services.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall:

- a. issue to officials, agents and representatives of the clients all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- b. assist the Consultant and the Personnel employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- c. provide to the Consultant and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Project Site

The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant.

5.3 Services and Facilities

The Client shall make available to the Consultant and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D.

5.4 General Obligations

- 5.3.1 The Client shall grant in a timely manner all such approvals, permissions and authorizations which the Consultant may require or is obliged to seek from Client under this Agreement, in connection with provision of Services and the performance of its obligations.

5.3.2 The Client shall make timely payment to the account of the Consultant in the manner stated in the SCC.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Client shall make payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided in Clause 6 of this Agreement.

6. Payment to the Consultant:

6.1 Lump Sum Remuneration

The Consultant's total payment shall not exceed the Consultancy Fee and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.4, the Consultancy Fee may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.5.

6.2 Consultancy Fee

- a) The Consultancy Fee is fixed and is set forth in the SCC. The Consultancy Fee breakdown is provided in Appendix E.
- b) Any change to the Consultancy Fee specified in this Clause can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.5 and have amended in writing the Terms of Reference in Appendix A.

6.3 Mode of Billing and Payment

- a) The payments under this Agreement shall be made on time-based manner or in lump-sum instalments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.
- b) The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. An interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.
- c) The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. An interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.
- d) All payments under this Agreement shall be made to the account of the Consultant specified in the SCC.

6.4 Remuneration and Reimbursable Expenses⁵⁵

6.4.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

6.4.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

6.4.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

6.4.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, and (iii) any other items as specified in the SCC.

⁵⁵ Applicable in case of Time-based Contract.

6.4.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

6.4.6 As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

6.4.7 The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

7. Performance Security Deposit, Liquidated Damages and Penalties

7.1 Performance Security Deposit

7.1.1 The Client shall retain by way of performance security (the "**Performance Security**"), an amount as specified in SCC, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant without any interest no later than 60 days after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Appendix F of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum amount as stated in the SCC.

7.2.2 Liquidated damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount as stated in the SCC shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

8. Fairness and good faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 Amicable Settlement

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

9.2 Dispute Settlement

- a. Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

9.3 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

10. Closure of Agreement

10.1 No claim Certificate and Release of Agreement Securities

After mutual reconciliations of outstanding payments and assets on either side, the Consultant shall submit a 'No-claim certificate' to the Client requesting the release of its contractual securities, if any. The Client shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Client under or arising out of this Agreement, nor shall the Client entertain or consider any such claim, if made by the Consultant, after Consultant have signed a "No Claim" Certificate in favour of the Client. The Consultant shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

10.2 Closure of Agreement

The Agreement shall stand closed upon:

- 1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per clause 2.7.1 and 2.7.5 above.

SECTION IX: SPECIAL CONDITIONS OF CONSULTANCY AGREEMENT (GCC)

(To be reviewed and updated by Client)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

GCC 1.1 (j)	The Member in Charge is
GCC 1.1 (p)	Place of Service is
GCC 1.6.1	The address of Client is:
	Client :
	Address :
	Telex :
	E-mail :
	The address of Consultant are:
	Consultant :
	Address :
	Telex :
	E-mail :
GCC 1.6.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of e-mail, 24 hours following confirmed transmission;
GCC 1.8	The Authorized Representatives are:
	For the Client :
	Telex :
	E-mail :
	For the Consultant :
	Telex :
	E-mail :
GCC 1.10	The Authority of Member in Charge is:
GCC 2.1	If there are no effectiveness conditions, state "N/A"
	OR List here any conditions of effectiveness of the Agreement The effectiveness conditions are the following: [insert "N/A" or list the conditions]
GCC 2.2	The time period for commencement of Service shall be _____ days [e.g. 10 days or any other appropriate date or such other time period as the parties may agree in writing] Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.

GCC 2.3	The period for expiry of Agreement shall be
	[Note: Fill in the period for which agreement is executed, e.g., twenty-four (24) months]
GCC 2.7.1	The Client shall give a [30-60 days] written notice to the Consultant for termination of Services
GCC 2.7.3	The Consultant shall be a [30- 60 days] written notice to the Client for termination of Services
GCC 3.4	The list of Conflicting activities that are prohibited are:] ⁵⁶
GCC 3.7	<p>The risks and the coverages shall be:</p> <ul style="list-style-type: none"> • Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultant or their Personnel or their Personnel, for the period of Consultancy; • Third Party liability insurance, with a minimum coverage for Rs. ⁵⁷ for the period of Consultancy; • Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; • Professional liability insurance, with a minimum coverage equal to total Consultancy Fee for this consultancy; and • Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Agreement, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. <p>[Note: Fill in the blanks and delete what is not applicable]</p>
GCC 3.11	The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Client.]
GCC 3.13	[In case of PMU's or services which require the consultant's team to be stationed in Uttarakhand:
	The Consultant must have a project office in Uttarakhand or agree to open the same within one month of accepting this agreement in Uttarakhand State at _____ place]
GCC 5.1	<p>List any assistance to be provided to the Consultant and Personnel by Client:</p> <p>Note: List here any changes or additions to Clause GCC 5.1. If there are no such changes or additions, delete this Clause from the SCC.]</p>

⁵⁶ To be provided by the Client before issue of this RFP.

⁵⁷ Third Party liability insurance, with a minimum coverage of 10% of the Consultancy Fee per occurrence with a limit of maximum payable for three occurrences at all times.

GCC 6.2	The amount of Consultancy Fee is Rs.____ (in words).												
GCC 6.3	<p>Payments shall be made according to the following schedule (indicative only):</p> <p>[For lump-sum contracts: Payment of instalment shall be linked to the deliverables specified in the Terms of Reference in Appendix A.</p> <table><tr><td>S. No.</td><td>Deliverable Name</td><td>% of total Contract price</td></tr><tr><td>1</td><td>Inception</td><td></td></tr><tr><td>2</td><td>Draft Report</td><td></td></tr><tr><td>3</td><td>Final Report</td><td></td></tr></table> <p>Total sum of all instalments shall not exceed the Consultancy Fee set out in SCC 6.2.]</p> <p>[For time-based contracts:</p> <p>Payment shall be made to the Consultant on monthly/quarterly basis and will depend on the submission of Monthly/Quarterly Progress Report, attendance records of key and non-key personnels stationed at Clients office and any reimbursable expenses]</p> <p>All payment under this Agreement shall be made to the following account:</p> <p>[Provide details of Consultant's account for depositingthe consultancy fee]</p>	S. No.	Deliverable Name	% of total Contract price	1	Inception		2	Draft Report		3	Final Report	
S. No.	Deliverable Name	% of total Contract price											
1	Inception												
2	Draft Report												
3	Final Report												
GCC 6.3 b	The interest payable by client to consultant on delay of payments shall be ____% per annum.												
GCC 6.4.3	<p>Price adjustment on the remuneration [insert “applies” or “does not apply”]</p> <p>[If the Contract is less than 18 months, price adjustment does not apply. A price adjustment provision on the remuneration for foreign and/or local inflation may be included, where the contract has duration of more than 18 months or if the assignment exceeds the original agreement period. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:</p>												

	<p>Payment for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{f0} \times I_f/I_{f0} \text{ or } \{ \text{or } R_f = R_{f0} \times [0.1 + 0.9 I_f/I_{f0}] \}$ <p>where R_f is the adjusted remuneration; R_{f0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and I_{f0} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{f0} in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]</p> <p>[(2) Remuneration paid in local currency pursuant to the rates set forth in Appendices C to E shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number] the calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{l0} \times I_l/I_{l0}$ <p>Where, R_l is the adjusted remuneration; R_{l0} is the remuneration payable on the basis of the remuneration rates in local currency; I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_{l0} is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l0} in the adjustment formula for remuneration paid in local currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</p>
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	<p>[(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor $X0/X$.</p> <p>$X0$ is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract.</p> <p>X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.]</p>
GCC 6.4.4	Other Items to be covered under remunerations: [_____],
GCC 6.4.6	<p>[Delete this Clause SCC 6.4.6 if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</p> <p>The Consultant shall submit to the Client itemized statements at time intervals of.....[e.g. "every quarter", "every six months", "every two weeks", etc.].</p>
GCC 7.1	The Performance Security amount shall be Rs. [____] (Rupees [_____] only).
GCC 7.2	Liquidated damages shall be [<i>insert: number</i>] percent of the Consultancy Fee per [day/ week] subject to a maximum of 10% of the Consultancy Fee.
GCC .9.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2(c) shall be as follows:⁵⁸</p> <p>1. Contracts with Consultant in India</p> <p>a. In case of Dispute or difference arising between the Client and a Consultant relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Firstly, the parties may invoke conciliation, but in case of disagreement on conciliation they may go for arbitration. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Client and the Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>b. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation</p>

⁵⁸ The RfP document should contain one clause to be retained in the event of a Contract with a foreign Consultant and one clause to be retained in the event of a Contract with a Consultant who is a national of the Client's. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract

	<p>c. The venue of Arbitration shall be Dehradun and the language of the arbitration proceedings and that of all councils and communications between the parties shall be Hindi or English.</p> <p>d. The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be regulated by the G.O. of Uttarakhand. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>e. The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p>2. Contract with foreign Consultant:</p> <p>For contracts entered into with foreign Consultant, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Client may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>If the Client chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</p> <p>GCC 9.2 (c)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>If the Client chooses the Rules of ICC, the following sample clause should be inserted:</p> <p>GCC 9.2 (c)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>If the Client chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</p> <p>GCC 9.2 (c)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>If the Client chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</p> <p>GCC 9.2 (c)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>
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SECTION X: APPENDICES

Appendix A: Description of the Services⁵⁹

[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 Client, etc. This schedule is required to be in line with the Terms of Reference]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

Appendix C: List of Key Personnel/Staff

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. Experience of Key Personnel to be assigned to work, and Personnel-months for each.

Working Hours

- a. Personnel posted by the Consultant have to work for a minimum time of [____] Hours⁶⁰. Normally they are expected to be present from [____ AM - ____ PM]. (applicable for time-based contracts)
- b. If need arises the Consultant shall have to work in extended hours including Sundays and holidays also.

Appendix D: Services and Facilities to be provided by the Client

[List here under: Services, facilities and property to be made available to the Consultant by the Client.]

Appendix E: Breakdown of Consultancy Fee

[Reproduce the Financial Proposal submitted by the selected Consultant]

List here the elements of cost used to arrive at the breakdown of the Consultancy Fee:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Expenditures relating to Travel, boarding and lodging, setting up of project office etc.

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

⁵⁹ In this Appendix, the Authority shall provide detailed descriptions of the Services; dates for completion of various tasks, place of performance for different tasks; specific tasks to be undertaken by the Consultant. The details provided in this Appendix are only for reference and would require to be modified by the Authority based on requirement under the Tender.

⁶⁰ The working hours are required to be filled by the Client before issue of the RFP Document.

APPENDIX F: Form of Bank Guarantee for Performance Security Deposit
 (Reference SCC Clause 7 of Agreement)
(PROFORMA OF BANK GUARANTEE)⁶¹

To

_____ [name of Client]
 _____ [address of Client]

WHEREAS _____ [name and address of Consultant] (hereafter called the "Consultant") has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ Dated _____ for _____ [name of the Services] (hereinafter called the "Services").

AND WHEREAS the Agreement requires the Consultant to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Agreement Period} in a sum of Rs. cr. (Rupees crore) (the "Guarantee Amount"⁶²).

AND WHEREAS we, through our branch at (the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally, irrevocably and on non-transferable basis guarantees the due and faithful performance of the Consultant's obligations during the {Agreement Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Client, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Consultant, such sum or sums up to an aggregate sum of the Guarantee Amount as the Client shall claim, without the Client being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Client, under the hand of an officer not below the rank of [_____], that the Consultant has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Client shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Consultant is in default shall be final and binding on the Bank, notwithstanding any differences between the Client and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.
3. In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Client to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
5. The Client shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Consultant contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Consultant, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Client, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Client or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

⁶¹ To be issued by a Scheduled Bank in India and from Bengaluru branch only

⁶² Guarantee Amount for Performance Security and Additional Performance Security shall be calculated as per Contract.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Client in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Consultant under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Client on the Bank under this Guarantee all rights of the Client under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Client that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Client pursuant to the provisions of the Agreement.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this day of....., 20.....at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

APPENDIX G: Notification of Award and Letter of Acceptance

To: _____

Sub: Letter of acceptance for contract no: [insert contract number] and contract title: [insert contract title]

Dear Sir/ Madam

This is to notify you that your Proposal dated _____ for execution of the _____ for the Contract Price/Consultancy Fee in the aggregate of _____, as corrected and modified in accordance with the Instructions to Consultants is hereby accepted.

You are requested to (i) furnish the Performance Security of [insert amount of Rupees in words] by [insert date] and (ii) execute necessary agreement within [____] days from the date of issue of this letter in the enclosed agreement form. This notification concludes the legally binding contract between you and [insert name of Client], till issue of a formal contract.

Yours truly,

Authorized Signature: ____

Name and Title of Signatory: ____

Name of Client: _

Attachment: Contract Agreement.

APPENDIX H: Any Modification, Addendum, Pre- Proposal Meeting Proceeding

RfP No.				
Date and time of Pre-bid meeting				
S.No.	Section, Clause No, Page No.	Description as per RFP document	Query raised	Remarks / Clarification/ Modification made

APPENDIX I: Undertaking for Confidentiality

The Consultant thereby undertakes and agrees to keep the documents/ information received by it from the Client for performing the services secret and strictly confidential and shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services except in the following cases where the confidential information:-

- i. is already known to the Consultant as of the date of the disclosure thereof;
- ii. becomes publicly available
- iii. is required to be disclosed under applicable laws and regulations or by Governmental order, legal process; and
- iv. is acquired from a third party that represents that it has the right to disseminate such information.

This obligation of confidentiality will extend up to a period of [in number (in words) months/years] after expiry or termination of this Agreement.



GOVERNMENT OF UTTARAKHAND
[NAME AND ADDRESS OF PROCURING ENTITY]
Telephone No: [] / Fax: []
E-mail: [] Web-site: []

STANDARD BID DOCUMENT FOR PROCUREMENT OF
[NAME OF WORK]
Through
[National/ International]¹ Competitive Procurement Process
(Through E- Procurement Portal only - www.uktenders.gov.in)

¹ Retain whichever is applicable.

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SECTION I: NOTICE INVITING BID (NIB)

GOVERNMENT OF UTTARAKHAND
[NAME AND ADDRESS OF PROCURING ENTITY/ EMPLOYER]

Telephone No: [] / Fax: []
E-mail: [] Web-site: []

NOTICE INVITING BID FOR [NAME OF WORKS] through [ICB/NCB]
(Through E- Procurement Portal only - www.uktenders.gov.in)

Bid Reference No: [] Dated: []

1. [Name of the Procuring Entity] (Referred to as the “**Employer**”) invites Bids from eligible Bidders for [Name of Work] (hereinafter referred to as “**the Works**”) through E-Procurement Portal as per the following details;

Package No	Name of Work	Estimated Cost (Rs.)	Completion Period

2. Bidding is [National /International] Competitive Bidding and the bidding shall be conducted under Single Stage Two-Envelope Bidding process with E-Procurement, comprising Technical Bid and Financial Bid.
3. Bids must be submitted through E-Procurement Portal within the last date and time for submission of Bids. E-Procurement System requires the Bidder to submit Technical Bid and Financial Bid simultaneously. No physical submission of Bid shall be accepted.
4. To qualify for award of the Contracts, the Bidders are advised to note the Eligibility and Qualification criteria specified in Section IV of the Bid Document.
5. Technical Bids will be opened in the E-Procurement Portal as specified in the Schedule of Bidding Process. If the office of the Employer happens to be closed on the specified date of opening of the Bids, then they will be opened on the next working day at the same time & place as notified earlier.

6. All notifications, changes and amendments to the Bid Document will be posted only on the E-Procurement Portal which shall form part of the Original Bid Document².

7. The Schedule of Bidding Process is as below:

Date, time and place for procuring Bid Document	From [] to [] up to [] IST to be downloaded from the E-Procurement Portal www.uktenders.gov.in
Pre-Bid meeting date, time and place	On [], AT [] IST Venue: [Address details/to be held virtually] ³
Last date & time for submission of online Bids on E-Procurement Portal	On [] up to [] IST
Date and Time for opening of Technical Bid on the E-Procurement Portal	On [] at [] IST
Date and Time for opening of Financial Bid on the E-Procurement Portal	(to be informed later) Tentatively on [] at [] IST.
Validity of Bids (LoA to be issued prior to expiration of this period)	[] days from the last date for submission of Bids. ⁴
Period for Contract	[] month(s)
Address for Communications	
Earnest Money Deposit (EMD) Amount / Bid Securing Declaration ⁵	[Rs. /-] payable / to be submitted as provided in Clause 12 of ITB.

8. Bidders who are specifically exempted under this Bid Document from submitting the EMD should submit the Bid Securing Declaration as provided in this Bid Document. Bids without Bid Securing Declaration and documentary proof of such exemption as required under the Bid Document will be summarily rejected and such Bid shall not be considered for any further evaluation. The decision of the tender committee shall be legally binding and acceptable to the bidders in this regard.

² **Instructions to the Procuring Entity for issuance of Bid Document.**

This Standard Bidding Document may be modified/customised as per the requirements of the Employer in accordance with the instructions below:
Note I: Serially numbered footnotes in this Bid Document are for guidance of the Employer and should be omitted from the Bid Document before it is uploaded in the E-Procurement Portal.

Note II: All assignment-specific provisions in this Bid Document have been enclosed in square parenthesis and may be modified, as necessary, before uploading the Bid Document. The square parenthesis should be removed after carrying out the required modification.

Note III: The asterisks in this Bid Document should be substituted by assignment-specific particulars before uploading the Bid Document to prospective Bidders.

Note IV: These Notes shall be omitted prior to uploading of this Document

Note V: Deleted clause/provisions from the Bid Document should be shown as **Deleted** and numbering of the clauses/provisions should not be changed.

Note VI: To ensure uniformity, the conditions in the Bid documents are to be used unaltered. Any modification to suit a unique requirement of specific procurement is to be done separately as part of an Appendix to Instructions to Bid i.e. in Bid Data Sheet or Special Conditions to Contract. Before issuance, the Bid documents should be approved by the Competent Authority

³ The details of address to be deleted if the Pre-bid meeting is in virtual mode and instead link for attending virtual meeting or information regarding the same to be provided.

⁴ The initial period of validity shall not be less than 90 days after the deadline for submission of Bid.

⁵ Strike out whichever is not applicable. Bid Security Declaration will be applicable to those, who are exempt from submission of EMD, subject to submission of valid document in this regard.

Standard Document for Procurement of Works | Government of Uttarakhand

9. For any additional information or clarification regarding the Bid, the interested Bidder, may contact the office of the undersigned at the address given below on all working days during office hours before the last date of Pre-Bid queries. Bidders may also raise queries through E-Procurement portal and/or any other electronic channel.
10. The Employer reserves the right to accept or reject or cancel any or all the Bids or to abandon the procurement process in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.

[Signature, Designation, Address, email id and Phone number of the Employer]

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

(Shall not be modified by the client)

A. General**1. Scope of Bid**

- 1.1 The Employer invites Bids following E-Procurement System procedure from eligible Bidders (or 'tenderer', or as defined in procurement rules) execution of Works as detailed in Section VI, VII & VIII

2. One Bid Per Bidder

- 2.1 Each Bidder shall submit only one Bid (comprising Technical Bid and Financial Bid) for one package. Bidder who submits more than one Bid will be disqualified.
- 2.2 All Bidders are required to register in the Uttarakhand Government E- Procurement Portal. The Bidders, who submits their Bid after digitally using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms / Appendices of this Bid.

3. Eligibility and Qualification Criteria

- 3.1 The Bidder should satisfy eligibility conditions and establish their competence and capacity based on the qualification criteria specified in Section IV. This invitation for Bid is open to all eligible Bidders meeting the Qualification Criteria.
- 3.2 The decision to allow or not allow Joint Ventures and Consortiums are specified in the Bid data sheet
- 3.3 The Employer may permit subcontracting for certain specialized works as indicated in Section IV. When subcontracting is permitted by the Employer, the specialized subcontractor's experience shall be considered for evaluation. Section IV describes the qualification criteria for sub-contractors.

4. Rejection of Bid

- 4.1 Non adherence to any of the eligibility and qualification criteria mentioned in the Bid Documents shall lead to the rejection of Bid.
- 4.2 The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the ITB and the Bidder shall, when so required by the Employer, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.
- 4.3 The Employer reserves the right to reject any Bid and appropriate the Earnest Money Deposit if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each member of the Joint Venture may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

- 4.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Employer, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this ITB, be liable to be terminated, by a communication in writing by the Employer to the Selected Bidder, without the Employer being liable in any manner whatsoever to the Selected Bidder. In such an event, the Employer shall be entitled to forfeit and appropriate the EMD/Performance Security, as damages, without prejudice to any other right or remedy that may be available to the Employer under this ITB, the Bidding Documents, or otherwise.

B. The Bid Documents

5. Contents of Bid Documents

- 5.1 The Bid Documents shall include:
- a. Section I - Notice Inviting Bids;
 - b. Section II - Instruction to Bidder (ITB);
 - c. Section III - Bid Data Sheet
 - d. Section IV - Eligibility and Qualification criteria;
 - e. Section V - Formats for Submission of Bids
 - f. Section VI - Works Requirements;
 - g. Section VII - Technical Specifications;
 - h. Section VIII - Drawings
 - i. Section IX - Form of Contract
 - j. Section X - General Conditions of Contract (GCC);
 - k. Section XI - Special Conditions of Contract (SCC); and
 - l. Section XII - Formats
 - i. Bill of Quantities (Price schedule);
 - ii. Form of Bank Guarantee for Performance Security Deposit
 - iii. Notification of Award and Letter of Acceptance/Letter of Intent; and
 - iv. Any modification, clarifications, addendum/ corrigendum issued to the original Bid Document, pre-bid meeting proceedings.

- 5.2 The Bid documents may be downloaded from the E-Procurement Portal (www.uktenders.gov.in), however, the Bidder must upload the scanned copy of the instrument/payment-receipt of online payment/ e-challan or e-BG etc. as a proof of tender fee/EMD submission.
- 5.3 The Bidder is expected to examine all instructions, conditions of contract, forms, terms and specifications, bill of quantities in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in all respects will be at the Bidder's risk and may result in rejection of its Bid.

6. Amendment to Bid Documents

- 6.1 Before the deadline for submission of Bids, the Employer may, modify the Bid Documents by notifying on the E- Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Employer shall form part of the Bid Document.
- 6.2 In order to allow prospective Bidders, reasonable time, to take the amendment into account in preparing their Bids, or procuring entity decide so, the deadline for the submission of Bids as necessary may be extended. Information about extension of the deadline for the submission of Bids will be published on E- Procurement Portal.

7. Pre-Bid Meeting and Clarification of Bid Documents

- 7.1 The E-Procurement Portal provides for online clarification. A prospective Bidder requiring any clarification of the Bid Documents may notify the Employer in writing or by email at the mailing address indicated in the Notice Inviting Bids one day prior to date of pre-bid meeting. The Employer will respond in writing to any request for clarification received earlier than the number of days, as specified in the Bid Data Sheet, prior to the last date and time for submission of Bids. The Employer's response will be uploaded in the E-Procurement Portal including a description of the enquiry sought for the information of public or the other Bidders without identifying the source of request for clarification.
- 7.2 If the pre-bid meeting is to be held, the Bidder or his authorized representative is invited to attend it. Its time, date and venue is given in Section I and in the Bid Data Sheet
- 7.3 The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.4 Queries raised and the responses given will be uploaded by the Employer on the E-Procurement Portal. Any modification to the Bid Documents listed in Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum/Corrigendum/ Clarification pursuant to Clause 6 and / or through the minutes of the pre-bid meeting.
- 7.5 Non- attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

C. Preparation of Bids

8. Language of Bid

The Bid prepared by the Bidder, as well as all supporting documents, the correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be in [English/Hindi] language as decided by Employer. All supporting documents other than [Hindi/English] language needs transcript/ translation, provided they are accompanied by a self-certified accurate translation of the relevant passages in [Hindi/English] language, in which case, for purposes of interpretation of the Contract, this translation shall govern. The Bidder shall bear all the costs and all risks of the accuracy of such translation.

9. Cost of Tendering

- 9.1 The Bidder shall bear all costs associated with preparation and submission of its Bid, and the Employer in no case be responsible and liable for those costs regardless of the outcome of Procurement process.

10. Document Constituting the Bid

- 10.1 The Bid should be uploaded in the E- Procurement Portal under a two Bid document system comprising the following documents.

A- First Electronic Document shall be named PART – I, Technical Bid documents and shall comprise of scanned copy of all pre-qualification/technical information namely;

- i. Letter of Bid in the format prescribed at **Section V Form Tech 1**.
- ii. Details of Bidder in the format prescribed at **Section V Form Tech 2** along with supporting documents;
- iii. Qualification Criteria of the Bidder in the format prescribed at **From Section V Tech 3 to Form Tech 13** along with supporting documents;
- iv. [Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all members;]
- v. Power of Attorney for Signing of Proposal in the format prescribed at **Section V Form Tech 14 / Tech 15**;
- vi. Earnest Money Deposit in the manner and form at **Section V Form Tech 17 or Form Tech 17 (A)** as specified in Clause 12;
- vii. Copy of the DD for the cost of Bid Document / Proof of Online Payment
- viii. Undertaking regarding restrictions on procurement from a Bidder/Supplier of a Country which shares a land border with India in the format prescribed at **Section V Form Tech 16**;
- ix. [Any other information considered relevant]⁶

Note: Bidder should not furnish the Financial Bid along with the Technical Bid. A Technical Bid containing any details of Financial Bid shall be declared as non-responsive.

⁶ Based on the requirement, procurement entity to seek any other relevant information from the Bidder

B- Second Electronic Document shall be named as PART – II - Financial Bid document and shall comprise of:

The Price Schedule furnished in the Bid Documents, indicating the prices for Works to be executed under the Contract and are to be provided in the slot provided on the E-Procurement Portal. A specimen of the Financial Bid to be provide in the E-Procurement Portal is prescribed at Form **Fin 1**.

10.2 Price Components

- a) The specimen format for the Financial Bid is provided at **Section V Form Fin 1**. The Bidder shall make online entries of the rates and prices in line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words).
- b) [Bidders submitting bids for combination of Packages as stated in the Works Requirements will so indicate in the bid together with any discounts offered for the award of more than one Package.
- c) For combination of Packages as stated in the Works Requirements, the Bidder may submit for any one or more package and may offer discounts for combined Packages. However, a Bidder shall quote for the complete requirement of Works specified under each package on a single responsibility basis, failing which such Bid will not be taken into account for evaluation and will not be considered for award. Further, the Bidder shall submit the EMD needed against the individual Packages]⁷
- d) All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, excluding GST shall be included in the rates and price submitted by the Bidder and shall be for the whole Work as described in Clause 1 of the ITB. 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 to have covered by the other rates and prices in the Bill of Quantities.
- e) The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, if specified in the Bid Data Sheet in accordance with the provisions of Clause 53 of General Conditions of the Contract.
- f) Bids submitted by fax, e-mail or any other electronic modes other than through E-Procurement Portal shall not be entertained and shall be rejected.

11. Bid Currency

The Financial Bid should be quoted by the Bidder in Indian Rupees only. All payments shall be made in Indian Rupees.

⁷ Mention in Bid data sheet, if not applicable

12. Earnest Money Deposit (EMD)⁸

- 12.1 The Bidder shall furnish, as part of his Bid, an Earnest Money Deposit (the "EMD") of amount as specified in the Bid Data Sheet.⁹
- 12.2 The EMD may be provided in the form of Fixed Deposit Receipt/Demand draft/ Bank Guarantee including E-Bank Guarantee etc., issued/confirmed by a Scheduled Bank or if specified by the Purchaser, through online or offline modes, pledged in favour of Authority and payable at the place as specified in the Data Sheet or deposited in given heads of account through e-banking (if any) to the satisfaction of the Purchaser safeguarding the interest of the purchaser in all respects.¹⁰
- 12.3 The Bank Guarantee should be submitted in the format provided at Form: TECH 17, issued by a Scheduled Bank in India and drawn in favour of and payable at, as specified in the Data Sheet. BG should be irrevocable, non-transferable and un-conditional. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Earnest Money Deposit / Bid security for the Bid shall be valid for 45 days beyond the validity of the Bid, and may be extended as may be mutually agreed between the Purchaser and the Bidder from time to time.
- 12.4 The Bidder should upload the scanned copy of the instruments furnished as EMD in the E-Procurement Portal. Failure to submit such instruments will amount to treat such Bids as non-responsive.
- 12.5 [The EMD to be paid through online or offline modes shall be made on any of the following payment options:

Online Payments:

- i. Debit Card,
- ii. Credit Card,
- iii. Internet Banking
- iv. NEFT (National Electronic Fund Transfer)

Offline Payments:

- i. Remittance at the Bank Counter using challan

Note:

The Employer shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Bidder may use other alternative modes of payment.

For further details regarding e-payment, please refer to the E- Procurement Portal.] ¹¹

⁸ If any category of bids specifically exempted by the Government from payment of EMD will not be required to make such a deposit.

⁹ The amount of EMD should be rounded off to the nearest thousands of rupees, as determined by the Procuring Entity in accordance with the Procurement Rules.

¹⁰ Delete, if not applicable.

¹¹ Instructions on applicability of this clause shall be made in the Bid Data Sheet.

- 12.6 Bidders who are specifically exempted from submitting the EMD should submit supporting documents along with a Bid Securing Declaration as per Form TECH 17(A) of this Bid document. The exemption and relaxation in EMD are subject to the validity & acceptance of the supporting documents by the Employer¹².
- 12.7 Any Bid not accompanied by EMD/ Bid Securing Declaration and not secured as indicated in Sub-Clauses 12.1 to 12.3 shall be rejected as non-responsive. If bids have been extended, any bid should not be rejected due to validity of EMD.
- 12.8 The Earnest Money Deposit submitted through online or offline modes of payment will be returned without any interest in the following manner:
- To the successful Bidder, within 30 days on receipt of the Performance Security Deposit
 - To the unsuccessful Bidder, as promptly as possible and in any case not later than 30 (thirty) days after the award of the Contract by the Employer.
 - In the event of rejection of all bids or cancellation of Procurement process by the Employer, within 30 (thirty) days of such rejection or cancellation.
- 12.9 The EMD shall be forfeited under the following conditions:
- if a Bidder withdraws its Bid during the Bid Validity Period specified in this Bid Document or as extended by the mutual consent of the respective Bidder(s) and the Employer; or
 - if the Bidder does not accept the correction of the Bid Price, pursuant to ITB Clause 26.3; or
 - if the successful Bidder fails or refuses to:
 - sign the Contract within the period specified in accordance with ITB Clause 29.6; or
 - Furnish Performance Security Deposit in accordance with ITB Clause 30.
 - If the bidder breaches any provision of code of integrity.
- 12.10 The Bid Security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent.
- 13. Period of Validity of Bids**
- 13.1 The Bid shall remain valid for a period of days as specified in Bid Data Sheet from the last date of submission of Bid. The Bidder is not allowed to modify, vary, revoke or withdraw, the Bid during the said original or extended validity period.
- 13.2 In case the last day on which the Bid are to remain valid falls on/subsequently declared a holiday or closed day for the Procuring Entity, the Bid Validity shall automatically deem to be extended to the next working day.
- 13.3 A Bid valid for a shorter period than specified in Clause 13.1 above shall be rejected by the Employer as non-responsive.

¹² Delete where exemption for EMD is not provided.

- 13.4 In exceptional circumstances prior to the expiration of the Bid validity period, the Employer may solicit the Bidder's consent to an extension of the period of validity for a specified additional period. The request and the responses thereto shall be made in writing (or by e-mail or fax or through E-Procurement Portal or other written records through electronic medium only). A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 13.5 A Bidder who agrees to the extension of the period of validity of Bids shall also extend the period of validity of the Earnest Money Deposit/ Bid Securing Declaration provided under ITB Clause 12 or submit new EMD to cover the extended period of validity of their bids.

14. Code of Integrity

- 14.1 The Employer and all officers or employees of the Employer, 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.
- 14.2 Government of Uttarakhand prescribes to the Employer and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Employer or a person participating in a procurement process the following:
- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (iii) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - (iv) improper use of information shared between the Employer 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 Employer, 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.
- 14.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Employer 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 Employer along with interest thereon at bank rate;
- e. cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- f. debarment of the bidder from participation in any future procurements of any Procuring Entity for a period of two years

D. Online Submission of Bids

15. Format and Signing of Bid

- 15.1 The Bidder shall provide all the required information sought under this Bid Document. The Employer will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional/ alternative Bids shall be liable to rejection as non-responsive.
- 15.2 All the documents of the Bid should be uploaded on the E-Procurement Portal www.uktenders.gov.in using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card/e-token. The DSC can be obtained from any authorised certifying agencies. The Bidder should register in the web site www.uktenders.gov.in using the relevant option available. Then the Digital signature registration had to be done with the e-token, after logging into the site. The bidder can login the site through secured login by entering the password of the e-token and the user id/password chosen during registration.
- 15.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the "Authorized Signatory") of the Bidder who shall also initial each page, in blue/black ink with stamp as an acceptance of the terms and conditions written therein. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Bidder holding a Power of Attorney or the Board Resolution in this regard.
- 15.4 A copy of the Power of Attorney certified by the authorized signatory of the Bidder in the form specified in Form Tech 14, as the case may be, should accompany the Bids.
- 15.5 The Bidder shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Bid documents and the Second Electronic Document – Part 2- Financial Bid document as specified in Clause 10.1 above. After submission of Bids, the system would generate a unique bid identification number which is time stamped. This shall be treated as acknowledgment of Bid submission.
- 15.6 Instructions for e-tendering is specified in E-Procurement Portal of www.uktenders.gov.in. The Bidder must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Uttarakhand Departments' portal. The Bidder shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Bidder shall be responsible to see the E-Procurement Portal till last date of submission of Bid for any clarification/amendment which shall be part of the Bid Document. Employer will not owe the responsibility for any technical issue, if any, for the submission of the proposal.
- 15.7 A bid submitted by a Joint Venture shall be signed so as to be legally binding on all partners.

16. Deadline for Submission of Bids¹³

- 16.1 It shall be the responsibility of the Bidder to ensure that their Bid is submitted in the E-Procurement Portal within the last date and time specified for the receipt of Bids in complete manner. The Employer will not be held responsible for technical glitches and internet connectivity issues confronted by Bidder in uploading their Bid or for any failure on part of the Bidder to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Bids by E-Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.
- 16.2 The last date and time for submission of Bids may be extended by amending the Bid Documents in accordance with ITB Clause 6 after giving adequate notice on the E-Procurement Portal, in which case all rights and obligations of the Employer and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Bids will be published on E-Procurement Portal.

17. Late Bids

The E-Procurement Portal will not accept any Bids after the last date and time for submission of Bids.

18. Modification and Withdrawal of Bids

- 18.1 The Bidder may modify the contents of the Technical Bid or Financial Bid or withdraw its Bid by uploading their request prior to deadline for submission of Bids in E-Procurement Portal. The last modified Bid submitted by the Bidder within the last date and time for submission of Bids shall be considered as the Bid. The Bidders may withdraw his bid by uploading their request before the last date and time of submission of Bids. However, if the Bid is withdrawn, the re-submission of the Bid is not allowed.
- 18.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the original Bid Validity Period or extended period in pursuant to Clause 13. Withdrawal of a Bid during this interval shall result in forfeiture of the Bidder's Earnest Money Deposit/initiation of action for debarring the Bidder as per Bid Securing Declaration ¹⁴.

E. Bid Opening and Evaluation of Bids¹⁵**19. Opening of Technical Bid**

- 19.1 The file containing Technical Bid Document shall be opened first in the E-Procurement Portal at the designated date and time. Authorised representatives of Bidder, who intend to attend the Technical Bid opening

¹³ Bid Inviting Authority shall ensure that adequate time is provided for the submission of Bids and at least minimum prescribed time is allowed from the time of publishing in E-Procurement Portal and the last date for submission of Bids.

¹⁴ Forfeiture of the Tenderer's Earnest Money Deposit is not applicable in case exemption for EMD is provided.

¹⁵ Evaluation of Bids and award of contract shall be completed, as far as possible, within the period for which the Bids are held valid. Authority shall seek extension of validity of Bids from Bidders for the completion of evaluation, if it is not completed within the validity period of Bid. In case evaluation of Bids and award of contract is not completed within extended period, all Bids shall be deemed to have become invalid and fresh Bids will be called for.

are to bring with them letters of authority/power of attorney from the corresponding Bidder. In the event of the specified date of Technical Bid opening being declared a holiday, the Technical Bid shall be opened at the appointed time on the next working day.

- 19.2 List of submitted Bids termed as RECEIVED shall be displayed in E-Procurement Portal. All Bid payments including EMD] and cost of bid document successfully received shall be displayed. Thereafter the names and such other details of the Bidder shall be published in the E-Procurement Portal.

20. Process to be Confidential

- 20.1 The Employer shall ensure the confidentiality of the process of Bid evaluation until orders on the Bids are passed.
- 20.2 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations of award of Contract shall not be disclosed to a Bidder or any other persons not officially concerned with such process until award of the successful Bidder is announced in the E-Procurement Portal. Any effort by a Bidder to influence, the Employer in processing of Bids or award decision may result in rejection of its Bid.

21. Clarification of Bids

- 21.1 During evaluation of Bids, the Employer or the Bid Scrutiny Committee, may at its discretion, seek bonafide clarifications in writing from the Bidders relating to the Bids submitted by them by a specific date. The Bidders may be requested to submit necessary information or documents which are historical in nature (which exist on the last date of the submission of the Bid), like audited statements of accounts, tax clearance certificate, PAN, etc. If the Bidder does not comply or respond by the specified date, their Bid shall be liable to be rejected and this shall be legally acceptable and binding to all the bidders.
- 21.2 The Employer shall not offer or permit any change in the price or substance of a Bid except to confirm the correction of arithmetic errors discovered by the Bid Scrutiny Committee in the evaluation of the Financial Bids. In case of confusion between digit and words, words shall be preferred for evaluation purpose.
- 21.3 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.
- 21.4 All communication generated as above shall be included in the record of the procurement proceedings.

22. Initial Examination of Bids

- 22.1 The Employer shall cause preliminary examination of the Bids submitted to determine their substantial responsiveness and following factors shall be considered, namely:
- i. Whether the Bidder meets the eligibility criteria laid down in the Bid Documents;

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- ii. Whether the crucial documents have been duly signed and submitted;
- iii. Whether the requisite Earnest Money Deposit/ Bid Securing Declaration, if exempted has been furnished;
- iv. Whether the Bid is substantially responsive in terms of the Bid Documents without material deviation or reservation or inconsistent with the Employer's right or tenderer's obligations under the Contract.

For the avoidance of doubt, a substantially responsive technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- a) If accepted, would
 - i. affect in any substantial way the scope, quality, or performance of the Works, and Materials and Plants incorporated therein as specified in Works Requirement; or
 - ii. limits in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the Contract to be executed.
- b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive technical Bids.
- c) During the evaluation of Bids, the following definitions apply:
 - i. "Deviation" is a departure from the requirements specified in the Bidding Document;
 - ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

22.2 Bids which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 21.1 above, shall be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.

22.3 [Where the Bidder has quoted for more than one package, if the EMD furnished is inadequate for all the packages, the Procuring Entity/ Bid Scrutiny Committee shall take the Contract Price into account only to the extent the Bid is secured. For this purpose, the extent to which the Bid is secured shall be determined by evaluating the requirement of EMD to be furnished for the package included in the Bid (offer) in the serial order of the Works Requirements of the Bid Document.] ¹⁶

22.4 The Procuring Entity/ Bid Scrutiny Committee may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, reservation or omission provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

23. Correction of Errors

- 23.1 Bids determined to be substantially responsive will be checked by the Bid Scrutiny Committee for any arithmetic errors. Errors will be corrected by the Bid Scrutiny Committee as follows:
- a) where there is a discrepancy between the rates in figures and in words, the amount in words will prevail; and

¹⁶ Instructions on applicability of this clause (multiple packages) shall be made in the Bid Data Sheet

- b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 23.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 12.10.
- 24. Evaluation of Technical Bid**
- 24.1 The Procuring Entity may constitute a Bid Scrutiny Committee¹⁷ as it deems fit to carry out scrutiny and evaluation of Bids strictly in accordance with the evaluation criteria indicated in Section IV of this Bid Document.
- 24.2 Bidder whose Technical Bids are adjudged as responsive in terms of Clause 21 and who fulfils the conditions of eligibility and qualification in terms with Section IV will be declared as qualified Bidder (“**Qualified Bidder**”). If a Bidder does not fulfil the eligibility and qualification criteria prescribed as above, such a Bidder shall be disqualified. The Financial Bids of only the Qualified Bidders shall be considered for opening in the E-Procurement Portal and further evaluation in the manner set out in Clause 25 below.
- 24.3 The list of Qualified Bidders and the date, time of opening of Financial Bids of Qualified Bidders shall be published by the Procuring Entity in the E-Procurement Portal.
- 25. Opening and Evaluation of Financial Bid**
- 25.1 The Financial Bids of all the Qualified Bidders will be opened in the E-Procurement Portal at the designated date and time notified. Authorised representatives of the Bidders, who intend to attend the Financial Bid opening are to bring with them letters of authority from the corresponding Bidders. If the specified date of Financial Bid opening is declared a holiday subsequently the Financial Bids shall be opened at the appointed time on the next working day.
- 26. Evaluation and Comparison of Bids**
- 26.1 The Employer/ Bid Scrutiny Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with this Bid Document to determine the lowest evaluated bid. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:
- substantially responsive to the Bid document, and
 - the lowest evaluated cost.
- 26.2 [No Bid will be considered if the complete requirements is not included in the Bid. However as stated in ITB Clause 10.2 (b) and (c), where the Bidder are allowed the option to submit Bid for any one or more Package who meets the required qualification criteria for respective Package(s) and to offer discounts for combined

¹⁷ A Bid Scrutiny Committee(s) shall be constituted as per provisions of Procurement Rules for purposes of evaluation of the bids.

Packages, these discounts will be taken into account in the evaluation of the bids so as to determine the Bid or combination of Bids offering the lowest evaluated cost for the Employer in deciding award(s) for each Package. In determining Bidder or Bidders that offer the total lowest evaluated cost to the Employer, after considering all possible combinations of Packages, the Employer shall apply the following steps in sequence:

- a. evaluate individual Package to determine the substantially responsive Bids and corresponding qualification criteria and then the evaluated costs;
- b. If the bidder has applied for more than one package, evaluate the combined qualification criteria for the combined packages and the the evaluated costs
- c. for each package, rank the substantially responsive Bids starting from the lowest evaluated cost for the Package;
- d. apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- e. determine contract award on the basis of the combination of Packages that offer the total lowest evaluated cost to the Employer.] ¹⁸

26.3 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a) making any correction for errors pursuant to Clause 22; and 23
- b) [making appropriate adjustments to reflect discounts]¹⁹.
- c) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- d) price adjustment for correction of arithmetic errors.

26.4 The Employer reserves the right to reject any variation, deviation, or alternative offer unless otherwise specified in the Bid Data Sheet.

26.5 The estimated effect of the price adjustment conditions, if any under Clause 53 of the General Conditions of Contract, during the implementation of the Contract, will not be taken into account in bid Evaluation.

26.6 If the bid of the successful bidder is seriously unbalanced or front loaded in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security deposit set forth in Clause 30 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

26.7 The evaluation of Bid and award of Contract shall be completed, as far as possible, within the period for which the Bids are held valid. The Employer shall seek extensions of the validity of Bidder as per the rules from the

¹⁸ Instructions on applicability of this clause shall be made in the Bid Data Sheet.

¹⁹ Instructions on applicability of this clause shall be made in the Bid Data Sheet.

Bidder for the completion of evaluation. In case the evaluation of Bids and award of Contract is not completed within this extended period, all the Bids shall be deemed to have become invalid and fresh Bids may be called for.

F. Award of Contract

27. Preparation of evaluation report

- 27.1 The detailed evaluation report shall be prepared in accordance with the eligibility and qualification criteria, which shall be considered by the Procuring Entity for taking a final decision on the Bid.
- 27.2 After evaluation of the Bids, simultaneously with the issuance of LoA under ITB Clause 29, the Employer shall publish the contract award notice on the E-Procurement Portal which shall contain, at a minimum, the following information:
- name and address of the Employer;
 - name and reference number of the contract being awarded, and the selection method used;
 - names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting the Eligibility and Qualification Criteria, or were not evaluated, with the reasons therefor; and
 - the name of the successful Bidder, the final total Contract Price, the contract duration and a summary of its scope.

28. Employer's right to vary Quantities at the Time of Award

The Employer reserves the right to increase or decrease by up to [10] percent of the quantity of works originally specified in the Schedule of Requirements without any change in the rate or other terms and conditions.

29. Notification of Award and Signing of Contract

- 29.1 Subject to ITB Clause 26.1 above, the Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 29.2 The Bidder whose Bid has been accepted will be notified by the Employer by issuing the Letter of Acceptance (LOA) prior to expiration of the Bid validity period through the E-Procurement Portal and through email to the successful Bidder specifying the sum that the Employer will pay the Bidder in consideration of the execution of Works as prescribed by the Contract (hereinafter and in the Contract called the "**Contract Price**"). The Bidder, shall within 14 days confirm acceptance by returning a signed copy of the Letter of Acceptance through E-Procurement Portal and email.

- 29.3 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 29.4 Before issuing such LOA, the Employer may, at its discretion, ask the Successful Bidder to submit the originals of all such documents for verification whose scanned copies were submitted in E-Procurement Portal along with the Technical Bid. If the Bidder fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as violation of Code of Integrity including misleading the Employer and action shall be initiated to debar such Bidder in accordance with Section V.
- 29.5 Upon the successful Bidder's furnishing of Performance Security Deposit pursuant to ITB Clause 30, the Employer shall send the Contract Form to the successful Bidder.
- 29.6 Within Fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign, date, and return it to the Employer.

30. Performance Security Deposit²⁰

- 30.1 Within the timeframe specified in the Data Sheet, the successful Bidder shall furnish the Performance Security Deposit plus additional performance security for unbalanced Bids in accordance with Clause 26.6 of ITB and Clause 59 of the General Conditions of Contract, in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee issued/ confirmed by a Scheduled Bank in India or through online payment in an acceptable form to the Purchaser, safeguarding the Purchaser's interest in all respects.
- 30.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 29.6 and/or ITB Clause 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit. In such a case the Procuring Entity shall go for re-tendering.

31. Appeals

- 31.1 A Bidder aggrieved by an order passed by the Procuring Entity pursuant to Clause 29.1 of ITB may complain within prescribed time of the publishing of the notice inviting bid in the portal prescribed by the Government. If the aggrieved Bidder is not satisfied with the decision of the Procuring Entity, then such Bidder may appeal to prescribed appellate authority within the manner indicated in the Grievance Redressal Portal of Uttarakhand.
- 31.2 The decision of the appellate authority shall be final and legally binding on both parties.

²⁰ Performance security should be for an amount which is from specified in the bid documents keeping in view the total amount of the contract. Additional Performance Security shall be sought in case of quote is lesser than estimated item rate. In addition to Performance Security, from a certain percentage of each running bill will be withheld as retention money until final acceptance.

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SECTION III - Bid Data Sheet
(To be modified by the client as per requirement)

The following specific data for the goods and related services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
	A. General
NIB 1	The reference number of the Notice Inviting Bids (NIB) is: <i>[insert reference number of the Notice Inviting Bids]</i> The Employer is: <i>[insert name of the Employer]</i>
ITB 3.2	Joint Ventures and Consortiums are <i>[allowed/not allowed]</i> .
ITB 5.2	Demand Draft towards cost of Bid Document for an amount of Rs. <i>[insert the amount]</i> in favour of <i>[insert the designation]</i> along with the Bid in the manner set out in this Bid Document.
	B. Bidding Documents
ITB 7.1	The Employer's address for the purpose of any clarification is: <i>[insert complete address]</i> Requests for clarification should be received by the Employer no later than: <i>[insert number of days]</i> days prior to the last date and time for submission of Bids
ITB 7.2	Pre-Bid Meeting shall be scheduled: Yes / No <i>[select any one]</i> In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: <i>[provide details as under]</i> Name and designation of contact person: _____ Phone: _____ E-mail: _____ Venue: _____ Time and Date: __
	C. Preparation of Bids
ITB 10.2, 22.3	Whether price for combination of Packages is allowed: Yes _____/No _____ If Yes, then for combination of Packages as stated in the Works Requirements, the Bidders

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	may submit for any one or more packages and may offer discounts for combined packages. Further, the bidder shall submit the EMD needed against the individual schedules]
ITB 10.2	The price quoted by the bidder shall be <i>[fixed /subject to variation]</i> during the Bidder's performance of the Contract.
ITB 12.1	[The amount of EMD is [Rs. _____/- (Rupees only)]. ²¹
ITB 12.2, 12.3	EMD/Bank Guarantee shall be in favour of _____ payable at _____.
ITB 12.5	EMD paid through digital mode is _____[insert "permitted" / "not permitted"] <i>(in case Bid Security deposit through digital mode is permitted, mention Employer's bank details such as Account Number, IFSC Code, Name and address of Bank / Head of Account)</i>
ITB 13.1	The bid validity period shall be <i>[insert number of days] days after the deadline for bid submission</i> ²²
D. Submission and Opening of Bids	
E. Bid Opening and Evaluation of Bids	
ITB 19.1	The bid opening shall take place at [insert complete address] The date and time for Bid opening is: [insert date and time]
ITB 26.2	Bids will be evaluated for [insert "each Package" or "Cumulative of all Packages", as applicable] <i>[The above is required only when bids are invited for multiple packages and contract is likely to be awarded to different bidders. In case there is only single package, the para may be substituted with 'Not Applicable']</i>
ITB 26.3	Adjustments to reflect discounts (if any) _____
ITB 30.1	Performance security Deposit shall be furnished by the Selected Bidder [.....] days from the date of the receipt of LOA from the Purchaser.

²¹ The EMD should be fixed (Packagewise, if required) in accordance with the Procurement Rules and should be rounded off to the nearest thousand.

²² Generally, it should be within 90 days for NCB and 120 days for ICB.

SECTION IV: ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligible Bidder

1.1 For determining the eligibility of Bidder, the following conditions are to be satisfied:

- a. The Bidder should not be under order of debarment or removed from empanelled/registered list by any Employer from participating in a Bid, as on the last date of submission of Bids.
- ✓ b. Any contract of the Bidder should not have been terminated during the last 36 months from the last date of submission due to non-fulfillment of contractual obligations as evidenced by imposition of a penalty by any Employer or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
- c. Bidder should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Works to be executed under this Notice Inviting Bids.
- d. Bidder shall be a natural person, private entity, government-owned entity or, any combination of these in the form of Joint Venture (JV) or Consortium of not more than 2 members.
- e. [In the case of a joint venture
 - i. In case of JV, all partners of JV must fulfill a minimum of 25% of eligibility criteria for all requirements. All members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
 - ii. The joint venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture during the Bid process and, in the event the joint venture is awarded the Contract, during contract execution.
 - iii. Members of the Joint Venture shall enter into a binding Joint Bidding Agreement for the purpose of submitting the bid which shall include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and maintenance obligations, if any,
 - iv. A Bidder who has applied for the Bid in its individual capacity or as part of a Joint Venture cannot participate as a member of any other Joint Venture applying for the Bid.]
- f. Bidders that are Government-owned enterprises or institutions in the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Employer's satisfaction, through all relevant documents, including its Charter and other information the Employer may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the

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government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not Bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- g. A Bidder shall not have a conflict of interest as specified in Uttarakhand Procurement Rules, as amended from time to time
- h. [In case of global Bid, an international Bidder bidding individually shall ensure that Power of Attorney is legalised/apostilled by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 are duly fulfilled.]²³
- i. [The Bidder should fulfil the conditions imposed by the Government of India in the interests of national security relating to submission of a bid by a Bidder/Contractor/Supplier from a Country which shares Land Border with India or by a bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. A certificate for having read the above clauses is required to be submitted / uploaded by the Bidder separately in the prescribed format at Form Tech 16.]
- j. Bidder must neither be insolvent, in receivership, bankrupt or being wound up, nor shall have its affairs administered by a Court or Judicial Officer or, its business activities suspended and must not be the subject of legal proceeding for any of these reasons.
- k. The Bidder should not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of three years preceding the last date of submission, or not have been otherwise disqualified pursuant to debarment proceedings.

1.2 The Bidder should have the following:

- a. Registration under the applicable law for establishing their legal business identity.
- b. Active Registration under the Goods and Service Tax (GST) Act.
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
- d. Registration with Employees Provident Fund Organisation under EPF and Miscellaneous Provisions Act, 1952.

2. Qualification Criteria

- 2.1 Evaluation of the Bidder's Bid will include an assessment of the Bidder's capacity to mobilize key personnel and equipment for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in **Section VI - Works**

²³ Clause 1.1 (h) to be retained only in case of ICB. For NCB this provision is to be deleted.

Requirements. Such an evaluation shall be based on the qualification criteria listed below.

- 2.2 The Bidder should demonstrate that they fulfil the following qualification criteria (the “**Qualification Criteria**”). The qualification information should be submitted in the format prescribed at **Section V Form Tech 3 – Form Tech 13**.

A. Qualification Criteria:

- a) The Bidder should have achieved a minimum average annual financial turnover (based on financial statement) over the last [5 (five)] financial years amounting to Rs. ____²⁴ lakh [usually not less than two times the estimated annual payments under this contract].
- b) The Bidder should have Experience of ‘similar construction contracts’ in the role of contractor for at least the last [5 (Five)] years prior to the bid submission deadline.²⁵
- c) The Bidder should have satisfactorily completed at least [one] similar work of [at least 80% of the contract value], as a prime contractor or at least [two] similar works of value not less than [50%] of *estimated value of contract* ²⁶ within the last [60 (sixty)] months from the last date of submission. The similar work shall be strictly based on the nature, physical size, complexity, methods, technology or other characteristics for the works requirement described in **Section V Form Tech 1**

Note: Base year to be considered as the FY in which the tenders are invited. Financial turnover of previous years shall be given a weightage of 5% per year to bring them to the price level of the FY in which the tenders are invited.

- d) The Bidder should have executed in any one of the 5 (five) financial years, the minimum quantities of the following works: [insert type and quantity of principal item of the works to be executed]
For example:
Cement concrete (including RCC and PCC): _____ Cubic Meters
Brick Works: _____ Cubic Meters
Steel Works: _____ Quintal
Bitumen Works (Any other works can be mentioned here)
(usually, 80% of the peak annual rate of construction)
- e) The Bidder should be in adherence to the class of contractors as defined in the bid document.²⁷
- f) The bidder should demonstrate that they have availability (either owned or leased) of the following critical equipment for this work: [insert list of critical equipment and their minimum number required].

²⁴ Updated to the FY in which the tenders are invited. Financial turnover of previous years shall be given a weightage of 5% per year to bring them to the price level of the FY in which the tenders are invited.

²⁵ Based on categorisation of works

²⁶ Updated to the FY in which the tenders are invited value of work of previous years shall be given a weight of 5% per year to bring them to the price level of the FY in which the tenders are invited.

²⁷ strike out, if not applicable.

S.No.	Equipment	Minimum Number required	Capacity	Model and Power Rating	Age of Equipment

Note:
The Maximum age of the equipment shall not be more than [5 (five)] years as on last date of submission. For this purpose, the age of the equipment shall be calculated from the date of manufacturing of the equipment.

The Bidder's provision of the minimum equipment requirements given in the list above shall not relieve the Bidder, in the event of contract award, of his obligation to provide additional equipment to construct and complete the Works in accordance with the Contract.

- g) The Bidder should have availability for this work, personnel with adequate qualification and experience as required below: [insert list of personnel (their position / specialization with required qualification and relevant work experience)].

S.No.	Position/Specialisation	Relevant academic qualifications	Total Work experience	Minimum years of relevant work experience

- h) The Bidder should have Liquid Assets / credit facility of not less than the amount of Rs. ____ [insert amount].
The Bidder should submit Credit line / Letter of Credit / Certificate from its Banker for meeting the fund requirement for execution of works (usually equivalent of the estimated cash flow for three months in the peak construction period)
- i) The Bidder must be a profit-making entity for the last 5 (five) financial years [specify financial years].
- j) All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder's net worth.
- k) [The Bidder (or its sub-contractor, if any) ²⁸ should possess valid electrical license for executing electrification works of the project and should have executed similar electrical works for a minimum

²⁸ To be deleted if sub-contracting is not allowed

amount of [Rs. ____Lakh, specify amount] (usually not less than 50% of the electrical works) in any one of the last 5 (five) financial years in a single job. In case, the bidder is not in possession of such license, the bidder must enter into a collaboration/tie-up arrangement with such license holder having requisite experience. Such tie up must be registered in court for carrying out electrification works. Necessary documents should be furnished along with the bid.

- l) The Bidder (or its sub-contractor, if any) ²⁹ should possess and produce valid license for executing anti-termite works at the time of signing of agreement. In case the bidder is not in possession of such license, the bidder must enter into a collaboration/tie-up arrangement with such license holder having requisite experience. Such tie up/ collaboration must be registered in court. Necessary documents should be furnished at the time of signing of agreement.
 - m) The Bidder (or its sub-contractor, if any) ³⁰ should possess valid work certificate for executing HVAC works from a competent authority
 - n) The Bidder (or its sub-contractor, if any) ³¹ should possess valid work certificate for executing fire-fighting works from a competent authority.]³²
- B. [To qualify for a package of contracts made up of this and other contracts for which bids are invited in this NIB, the Bidder must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts]³³
- C. Bidders who meet the above specified minimum qualifying criteria, will only be qualified, if their available bid capacity is more than the total tender value. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A x N x 2 - B)

Where

- A= Maximum value of civil Engineering works executed in any single year during the last five years (updated to the price level of the financial year ____@5% per year indicated taking into account the completed as well as works in progress)
- N= Number of years prescribed for completion of the works for which bids are invited (period of 6 months to be taken as (1/2) half-year and more than six months as one year).
- B= Value, at the current price level, of the existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited).

Note: The Statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge, not below the rank of an Executive Engineer or equivalent.

²⁹ To be deleted if sub-contracting is not allowed

³⁰ To be deleted if sub-contracting is not allowed

³¹ To be deleted if sub-contracting is not allowed

³² Strikeout whichever is not applicable. Add other relevant experiences

³³ Strikeout, if not applicable

- 2.3 The Bidder should fulfil all the criteria detailed in section IV to qualify in the Technical Bid. If a Bidder does not fulfil the minimum criteria prescribed herein, the Bidder shall be disqualified. On such disqualification the Financial Bid of such Bidder will not be opened & will not be considered for further evaluation.
- 2.4 Though the Bidder fulfils the above conditions, they are subject to be disqualified if they have;
- made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria.
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

SECTION V: FORMATS FOR SUBMISSION OF BIDS**Form Tech 1****Letter of Bid***(To be uploaded in the letter head of the Bidder)*

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

Bid Reference No. _____

To

[insert complete Name/address of Employer]

Sub: Bid for [Description of Work]

- 1 We, the undersigned, hereby submit our Bid, in two parts under Single Stage Two Envelop bidding process, namely: (a) the Technical Part: Technical Bid, and (b) the Financial Part: Price Bid.
- 2 With reference to your Bid document dated *****³⁴ I/We, having examined the Bid Documents have no reservations to the Bid Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 6.1).
- 3 We offer to supply in conformity with the Bidding Document and in accordance with the Works Requirements, the Works under the Package / Contract Title: [...name of Work] for [...Name of the Project...] against NIB reference [...].
- 4 We have bid as a joint venture permitted as per Clause 3.2 of Bidding Document, and we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, in the event of award on us. [applicable only if the Bidder is a Joint Venture if so permitted to bid as per Bidding Document].
- 5 We undertake, if our Bid is accepted, to execute the Works in accordance with the Bid Document and as per the Works Requirements.
- 6 We certify that all information provided in the Bid submitted by us are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 7 I/We shall make available to the Employer any additional information/clarification it may find necessary or require to supplement or authenticate the Bid.

³⁴ All blank spaces shall be suitably filled up by the Tenderer to reflect the particulars relating to each Tenderer.

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- 8 I/We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 9 I/We declare that in the preceding 36 months from last date of submission, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any Procuring Entity/Employer or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any Procuring Entity/Employer for breach on our part.
- 10 We declare that we will abide by the 'Code of Integrity of Public Procurement'. In case of transgression, our names are likely to be deleted from the list of registered contractors, besides any other penalty or more severe action as deemed fit that may be imposed by the Procuring Entity/Employer.
- 11 We/our firm understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- 12 I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Works.
- 13 I/We believe that we satisfy the Eligibility Criteria and Qualification Criteria and meet(s) the requirements as specified in the Bid Document.
- 14 I/we certify that, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
- 15 In the event of us being declared as the Successful Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Employer. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.
- 16 I/We have studied all the Bid Documents carefully and also understand the Works required to be executed. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or relating to the selection process including the award of the Contract.
- 17 [I/We offer an Earnest Money Deposit of [Rs. _____/-] (Rupees _____ Only) and Cost of bid documents Rs. [] (Rupees _____ Only) (if applicable) for the Works for which we have submitted the Bid (s) in accordance with the Bid Document.

OR

I/We are hereby exempted from payment of EMD. The Supporting documents to substantiate the exemption along with the Bid Securing Declaration in the required manner is attached]³⁵

³⁵ Retain whichever provision is applicable.

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- 18 The documents comprising the Bid, as specified in Clause 10.1 of the Bid Document, have been submitted in the manner set out in the Bid Document.
- 19 Rates/Price, has/have been quoted by me/us in the FIN I, after taking into consideration all the terms and conditions stated in the Bid Document, draft Contract, our own estimates of costs and revenues and after a careful assessment of the Works to be executed and all the conditions that may affect the execution of Work.
- 20 I/We certify that I/We have not been debarred or removed from empaneled/registered list by the Procuring Entity, State Government or any entity controlled by it, from participating in any Bid, for indulging in violation of Code of Integrity or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Bids.
- 21 I / we hereby offer and agree to execute the Work in conformity with the Bid Document and in accordance with the Works Requirement.
- 22 We agree to abide by this bid for the Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 23 I/we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the Bid Document.
- 24 Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 25 I/We confirm that if I/We are the successful Bidder, shall within [14 (fourteen)] days of the receipt of LOA from the Employer, furnish the Performance Security and Additional Performance Security in accordance with the Conditions of Contract.
- 26 I/We understand that you are not bound to accept the lowest or any Bid you may receive.
- 27 I/We agree to abide by all the terms and conditions of the tender documents
- 28 I / we agree to be bound by this offer if we are the Successful Bidder for the aforementioned Service.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid document.

Yours Faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

Name and Seal of Bidder

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Form Tech 2
Details of the Bidder

(To be uploaded in the letter head of the Bidder)

1.
 - (a) Name:
 - (b) Bidder's Constitution or Legal Status:
[attach copy of constitution document such as Certificate of Incorporation for Companies, Article and Memorandum of Association, Registered Partnership Deed for Partnership firms, etc.]
 - (c) [Corporate Identity Number/ Registration Number]
 - (d) Bidder's Registration Status as approved Contractor:
[provide details of registering authority, class of registration, and its validity. attach Registration Certificate(s)]
 - (e) Address of the office/corporate headquarters and its branch office(s), if any, in India:
 - (f) Address of the office/ corporate headquarters or its branch office(s), in Uttarakhand:
2. Bank Details
 - (a) Name of the Holder
 - (b) Bank Account No.
 - (c) Name of the Bank
 - (d) Branch Name
 - (e) IFSC Code
3. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in these Services:
4. Details of individual(s) who will serve as the point of contact/communication for the Employer:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
5. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:

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6. Taxation Registrations:
- PAN number:
 - Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
 - GSTIN number in Consignor and Consignee States
7. The following information shall also be provided:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by Procuring Entity/ State Government, or any entity controlled by it, from participating in any Bid.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of submission of the Bid.		
3.	If the answer to 1 is no, the Bidder are required to furnish Self-Declared Certificate in their letter head to substantiate the same.		
4.	Whether the Bidder belongs to a country which shares Land Border with India. The Bidder are required to furnish an undertaking in the prescribed format at Form Tech 16 in their letter head to substantiate the same.		

8. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration during the last 60 (sixty) months from the last date of submission recent past is given below (Attach extra sheets, if necessary).

Year	Name of Work/ Assignment	Name of Employer with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation	Final Award

I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note: Bidder shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

SIGNATURE OF BIDDER WITH DATE AND OFFICIAL SEAL

(Name and Designation)

Duly authorized to sign the Bid on behalf of

(Name & address of the Bidder and Seal of the [Company])

Qualification Criteria of the Bidder Form

Tech 3- Annual Financial Turnover

(Refer to Section IV of the Bid Document)
(To be submitted on the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s _____[Name of the Bidder], and certify that the Annual Turnover for the last five completed financial Year is as follows:

UDIN No:

Annual Financial Turnover (Rs Cr.) (billing for works in progress and completed in all class engineering construction works only)				
Financial Year [20xx-20xx]	Financial Year [20xx-20xx]	Financial Year [20xx-20xx]	Financial Year [20xx-20xx]	Financial Year [20xx-20xx]

This certificate is being issued to be produced before [Name of the Employer], for the [“Procurement of Works for_____”].

Place:

Date

Signature and Seal of the Statutory Auditor
clearly indicating his/her membership number
as well as UDIN number

Instructions:

1. The Bidder should provide details of its own Financial Turnover duly certified by its Statutory Auditor.
2. Annual Turnover = Annual Income as indicated in the audited annual financial statement
Year 1 will be the latest completed financial year, preceding the last date for submission of Bid. Year 2 shall be the year immediately preceding Year 1 and so on. In case the last date for submission of Bids falls within six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the three years preceding its latest financial year.
3. The Bidder should furnish the supporting documentary proofs along with the Certificate from Statutory Auditor in the above format. Copy of the audited financial statements with audited report, balance sheet, Profit & Loss account with all enclosures for each for the last 5 financial years should be attached certified by a Statutory Auditor.
4. Financial turnover of previous years shall be given a weight of 5% per year by the employer to bring them to the price level of the FY in which the tenders are invited.
5. In case the Bidder is registered outside India, the financial capacity as certified by the statutory auditor residing outside India may be submitted. However, for conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of Bid Document. In the case of any other currency, the same shall first be converted to US Dollars as on the date of issue of Bid Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Form Tech 4: Satisfactory Completion of Similar Contracts

(To be uploaded in the letter head of the Bidder)

(Refer Section IV of the Bid Document)

Name of Bidder: _____

Sl. No	Name of Employer	Brief Description of Work	Contract No.	Date of Issue of Work Order / Contract	Value of Contract (Rs.)	Stipulated period of Completion of Work	Actual date of completion	Remarks explaining reasons for delay, if any

Note: Attach Completion or work in progress (% of work completed) Certificate issued by Competent Authority of Employer (Not below the rank of E.E.)

Form Tech 5- Satisfactory Completion of Electrical Works³⁶

(Refer to Section IV of the Bid Document)

(To be uploaded in the letter head of the Tenderer)

Name of Bidder: _____

- a) Do you possess valid Electrical license for executing Electrical Work? **Yes / No**
[If yes, attached License].
- b) In case, answer to the above question is 'No', have you entered into a collaboration/tie-up arrangement with such license holder having requisite experience?
[Attach a collaboration / tie-up agreement registered in Court]
- c) Fill the table giving information as required.

Sl. No.	Name of Employer	Brief Description of Electrical Work	Contract No.	Date of Issue of Work Order / Contract	Value of Contract (Rs.)	Stipulated period of Completion of Work	Actual date of completion	Remarks explaining reasons for delay, if any

Note: Attach Completion or work in progress (% of work completed) Certificate issued by Engineer-In-Chief / Competent Authority of Employer

³⁶ Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

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Form Tech 6- License for Executing Anti-Termite Works

(To be submitted on Bidder Letter Head)

(Refer to Section IV of the Bid Document)

Name of Bidder: _____

- a) Do you possess valid license for executing anti-termite Work? **Yes / No**
[If Yes, you will be required to submit such a License at the time of signing of agreement].
- b) In case, answer to the above question is 'No', have you entered into a collaboration/tie-up arrangement with such license holder? **Yes / No.**

(If Yes, you will be required to submit such a License at the time of signing of agreement)

Form Tech 7- License for Executing HVAC Work
(To be submitted on Bidder Letter Head)
(Refer to Section IV of the Bid Document)

Name of Bidder: _____

- a) Do you possess valid license for executing HVAC Work? **Yes / No**
[If yes, you will be required to submit such a License from a competent authority at the time of signing of contract].
- c) In case, answer to the above question is 'No', have you entered into a collaboration/tie-up arrangement with such license holder? **Yes / No.**

(If yes, you will be required to submit such a License at the time of signing of agreement)

Form Tech 8- License for Executing Fire-Fighting Work

(To be submitted on Bidder Letter Head)

(Refer to Section IV of the Bid Document)

Name of Bidder: _____

- a) Do you possess valid license for executing Fire-fighting Work? **Yes / No**
[If yes, you will be required to submit such a License from a competent authority at the time of signing of contract].
- d) In case, answer to the above question is 'No', have you entered into a collaboration/tie-up arrangement with such license holder? **Yes / No.**

(You will be required to submit such a License at the time of signing of agreement)

Form Tech 9- Contractor’s Experience for carrying out Works

(To be submitted on Bidder Letter Head)
(Refer to Section IV of the Bid Document)

Name of the Bidder: _____

Financial Year	Name of Work	Name of Employer	Quantities of Works performed ³⁷				Remarks (attach contract ref. no. and Certificate issued by Executive Engineer/Competent Authority)
			Cement Concrete (including RCC and PCC) (in Cubic Meters)	Brick Work (in Cubic Meters)	Steel reinforcement (In Qtl.)	Bitumen (Any other works can be added here)	
F.Y.							
F.Y.							
F.Y.							
F. Y.							
F.Y.							

³⁷ Make changes as per requirement of project

Form Tech 10- Availability of Contractor' Equipment essential for carrying out Works
(To be submitted on Bidder Letter Head)
(Refer to Section IV of the Bid Document)

Equipment	No.	Capacity	Model and Power Rating	Owned / Leased	Age of Equipment	Remarks (current commitments of each equipment mentioned)

Form Tech 11- Availability of Contractor' Key Personnel

(To be submitted on Bidder Letter Head)

(Refer to Section IV of the Bid Document)

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract.

Note: The Bidder should also provide Photographs of each Key Personnel along with their PAN Cards.

Key Personnel

S.No.	Title of position	Name of Candidate	Experience	
			Total Experience	Number of years of experience at relevant position
1				
2				
3				

Submit Resume in the format below for each Key Personnel along with Declaration:

Position [#1]: [title of position]		
Personnel information	Name:	Date of birth:
{Paste Photograph}	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
Details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	Email ID
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form correctly describes myself, my qualifications and experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
-------------------------------------	---

I understand that any misrepresentation or omission in this Form may:

- (a) cause disqualification from participating in the Bid;
- (b) cause my dismissal from the contract and allow the Authority to take action as deemed fit.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Form Tech 12- Availability of Liquid Assets / Credit Facility

*(Refer to Section IV of the Bid Document)
(To be submitted on the letter head of the Bidder)*

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts

Source of financing	Amount (Rs.)
1.	
2.	
3.	
4.	

Note:

1. Submit Credit line / Letter of Credit / Certificate from Its Banker for meeting the fund requirement for execution of works.
2. Solvency Certificates shall not be considered as line of credit
3. Liquid Assets = Current Asset – (Inventory+ pre-paid expenses)

Format for Evidence of Access to or Availability of Credit Facilities
(To be submitted on the Letterhead of the Bank)

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

If the contract for the work, namely, _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____
Name of the Senior Bank Manager _____
Address of the Bank _____
Stamp of the Bank _____

Note: Certificate should not be more than one month old.

Form Tech 13- Information on Bid Capacity

*(Refer to Section IV of the Bid Document)
(To be submitted on the letter head of the Bidder)*

A) Works Completed / Executed

Sr. No.	Financial Year (last 5 FY)	Value of Civil Engineering works executed / completed during the year (Rs. in Lakh)
1		
2		
3		
4		
5		

Note: Certificate issued by Chartered Accountant should be submitted along with Certificate issued by Executive Engineer/Competent Authority on completion of work

B) Existing Commitments and on-going Works:

Description of Work	Place & State	Contract No.	Name and address of Employer	Value of Contract (Rs.)	Stipulated period of Completion	Value of works remaining to be completed (Rs.)	Anticipated date of Completion

Note: Certificate issued by Chartered Accountant should be submitted along with work order and Certificate issued by Executive Engineer/Competent Authority on progress of work

C) Works for which Tenders already submitted and decision is pending:

Description of Work	Place & State	Name and address of Employer	Estimated value of Contract (Rs.)	Stipulated period of Completion	Date when decision is expected	Remarks, if any

Note: It should be provided on Bidder's Letterhead

Form Tech 14

Power of Attorney for Signing of Bid

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "Bid for Procurement of Works for _____", proposed by the [Name of the Employer] (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidder's and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

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

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form Tech 15
Power of Attorney for Lead Member of Consortium³⁸

Whereas the..... ("the Authority") has invited applications from interested parties for theProject (the "Project").

Whereas,, and(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

³⁸ To be submitted in original.

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

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Form Tech 16
[FORMAT FOR UNDERTAKING REGARDING RESTRICTIONS ON PROCUREMENT FROM A
BIDDER/SUPPLIER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA]³⁹
(To be submitted on the letterhead of the Bidder)

[Date]

FROM: (Name of Entity)

TO: (Name and Address of the Employer)

Dear Sir:

Subject: Undertaking Regarding Restrictions on Procurement from a Bidder/Supplier having Transfer of Technology (ToT) arrangement with an entity from a Country Which Shares a Land Border with India.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; or bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. I certify that this bidder or any of the sub-contractor (in case if sub-contracting is allowed) is neither from such a country nor has ToT arrangement with an entity from such a country or, if from such a country/having ToT arrangement with an entity from such a country, has been registered with the Competent Authority. I certify that this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Yours Faithfully,

Authorized

Signature:

Name and Title of Signatory:

Name of the Bidder:

³⁹ This declaration is not required for the procurements, exempted from such restrictions.

**Form Tech 17 Earnest Money Deposit
Bank Guarantee for EMD
(Refer Clause 12 of the Bid Document)**

B.G. No.

Dated:

- 1 In consideration of you, *****, having its office at *****, (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a _____ registered under the _____,) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____ (hereinafter referred to as “the Works”) pursuant to the Bid Document dated..... issued in respect of the Works and other related documents including without limitation the draft Contract (hereinafter collectively referred to as “Bid Documents”), we (Name of the Bank) having our registered office at..... and one of its branches at..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 12.3 of the Bid Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
- 2 Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby irrevocably, unconditionally and on non-transferable basis undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bid Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Bid or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bid Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. To give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bid Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bid Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplate herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

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13. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [insert date falling (*equal to validity period of EMD*) days after the last date for submission of Bid].

Signed and Delivered by Bank
By the hand of Mr./Ms., itsand authorised official.
(Signature of the Authorised Signatory)
(Official Seal)

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Form Tech 17 (A)

Bid Securing Declaration

(Refer Clauses 12.6 and to be submitted on the letterhead of the Bidder)

Bidder's Name _____
 [Address and Contact Details]
 Bidder's Reference No. _____ Date.....

To
 [Head of Procurement
 Procuring Entity
 [Complete address of the Procuring Entity]

Ref: Tender Document No. /Tender No./ xxxx; Tender Title: WORKS

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Bid Document, the bid must be supported by a Bid Securing Declaration in lieu of EMD.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any Bid in Procuring Entity for [] years from the date of opening of this bid if we breach our obligation(s) under the Bid conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity period; or
2. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Bid Document.
 - b. Fail or refuse to sign the contract.

We know that this Bid Securing Declaration shall expire if the contract is not awarded to us, upon:

1. receipt by us of your notification of cancellation of the entire Bidding process or rejection of all bids or of the name of the successful bidder or
2. forty-five days after the expiration of the bid validity period or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place..... [insert place of signing]

DA:.....

Form Tech 18

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER ALONG WITH THE BID*(Refer Section IV of the Bid Document)*

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO	Page No.
	10.1 A	First Electronic Document – PART -I- Technical Bid documents	Form Tech 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17/17(A), Demand Draft for payment of Bid Document fee		
	10.1 B	Second Electronic Document – PART – II- Financial Bid documents	Form Fin I		
	Section IV	Undertaking	Undertaking Regarding Restrictions on Procurement from A Bidder of a Country which shares a land border with India as per Form Tech 16		
	Section IV	Statement of not been debarred or removed from empaneled /registered list by the Procuring Entity	Furnish a self-declared Certificate to this effect on the letter head of the Bidder		
	Section IV	Legal Status of the Bidder	Furnish a copy of the certificate of incorporation in case of a companies issued by the registrar of companies/Registration Certificate issued by the registrar of firms as the case may be along with copy of PAN and the IT returns for the last 5 (five) financial years preceding the last date for submission of Bids as a proof of identity.		
	Section IV	Details of Registration	Furnish a copy of the following valid registration certificates issued by the competent authority a. Registration under the applicable law for establishing their legal identity. b. Active Registration under the Goods and Service Tax (GST) [& lastsubmitted return as proof of submission of dues]. c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.		

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	Section IV	Qualification Criteria	<p>Furnish a copy of the following documents</p> <ol style="list-style-type: none"> Information on all completed contracts and satisfactory performance in the prescribed format at Form Tech 3 - 13 License for Electrical Works, License for Anti-Termite Works, License for Fire-Fighting Work, Availability of Essential Equipment's under Form Tech 5, Form Tech 6 Form Tech 7 and Form Tech 8 respectively. Copy of work order/ Agreement and Completion Certificate be considered as documentary proof for the purpose of evaluation. <i>[Any other certificate(s) as may be applicable under the relevant laws of the State of Uttarakhand.]</i>⁴⁰ 		
			<ol style="list-style-type: none"> Audited balance sheets, financial statements for the 5 (five) financial years immediately preceding the last date for submission of Bids Annual Audited Reports for 5 (five) years preceding the last date for submission of Bids. The financial statements shall: <ol style="list-style-type: none"> reflect the financial situation of the Bidder; be audited by a Statutory Auditor; be complete, including all notes to the financial statements; and correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). Statutory Auditor's certificate specifying the Turnover of the Bidder. Availability of Liquid Assets/Credit Facility Information on current contract commitment/work in progress. 		

⁴⁰ Any statutory certificate that may be specific to the type of the Goods being procured may be added here.

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	12	EMD	Certificate for exemption/ Bid Securing Declaration /Bank guarantee (scanned copy)/E-Bank Guarantee whichever is applicable.		
	14.4	Power of Attorney	Power of Attorney certified by the Authorised signatory signing the Bid Submission in the format provided at Form Tech 14 / Tech 15. ⁴¹		

⁴¹ Any other documents needed from bidder can be added here

Form Fin 1 SAMPLE FORMAT FOR FINANCIAL BID*(Sample format to be prescribed in excel of the slot provided in the E-Procurement Portal)***Objectives***The objectives of the Bill of Quantities are:*

- a. *to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- b. *when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's/ Engineer-in-Charge's).

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the Bidding Documents. They should not be included in the final documents.

Sample Bill of Quantities

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate (Rs)		Total Amount (Rs)
				In figures	In words	
Total Bid Price (in figures)						
(in words)						

Note:

1. Item for which no rate or price has been entered in financial bid, it will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 10.2 and GCC Clause 49.3).
2. Unit rates and prices shall be quoted by the Bidder in Indian Rupees.
3. Where there is a discrepancy between the rate in figures and words, the amount in word will govern. [ITB Clause 23.1(a)]
4. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 23.1 (b)]

SECTION VI - WORKS REQUIREMENTS*(To be filled by the Employer before upload of Bid Document)*

(A schedule of packages/requirements is to be inserted in the Bid Documents by the Employer, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit for individual packages (in case of multiple packages).)

(A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar projects in the same region are useful in to prepare Specifications. Most Specifications are normally written specially by the Employer or Project Manager/ Engineer-in-Charge to suit the Contract Works in hand.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized national and international standards should be used as much as possible. Where other particular standards are used, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable)

This section shall include the following

1. Information related to Project Description. Project Location
2. Detailed Technical Conditions, Specifications & Requirements specific to the Project/Work
3. Construction Timeline
4. Payment Schedule

Every organization using this bidding document shall define these conditions at its own level

Good for Construction (GFC) Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Inspections and Tests

The following inspections and tests shall be performed: [insert list of inspections and tests]

Supplementary Information

If any



SECTION VII: TECHNICAL SPECIFICATIONS

[Minimum Technical Specification for the work to be included here]

SECTION VIII: DRAWINGS
[Drawings to be attached here]

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SECTION IX - FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20____, between, on the one hand, The Governor of Uttarakhand through Head of Departments [_____] (hereinafter called the "**Employer**") and, on the other hand, _____ (hereinafter called the "**Contractor**").

WHEREAS

- a. Employer is desirous that the Contractor execute _____ [name and identification number of the Contract] (hereinafter called "the Works") and has accepted a bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein for a sum of Rs. ____/- (Rupees _____ Only) (hereinafter called as the "**Contract Price**");

NOW THEREFORE the parties hereto hereby agree as follows:

1. In this Contract words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents attached hereto shall be deemed to form and be read and construed an integral part of this Contract:
 - a. The General Conditions of Contract (hereinafter called "GCC");
 - b. The Special Conditions of contract (hereinafter called "SCC");
 - c. The following Formats/Details:

Section VI:	Works Requirements
Section VII:	Technical Specifications
Section VIII:	Drawings
Format 1:	Bill of Quantities
Format 2:	Performance Security Deposit
Format 3:	Notification of Award and Letter of Acceptance.
Format 4:	Any Modification, Addendum, Pre-Bid Meeting Proceedings

[Note: If any of these Formats are not used, the words "Not Used" should be inserted below next to the title of the Format on the sheet attached hereto carrying the title of that Format.]

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

FOR AND ON BEHALF OF [GOVERNOR OF UTTARAKHAND]

By
(Signature and Designation of the Authorized Representative of the Employer)

FOR AND ON BEHALF OF [NAME OF SUPPLIER]

By
(Signature and Designation of the Authorized Representative of the Supplier)

SECTION X: GENERAL CONDITIONS OF CONTRACT (GCC)

A. General

1. Definitions

Additional performance Security is an additional monetary guarantee apart from performance guarantee to be furnished by the successful Bidder in case of abnormally low bid or unbalanced bid.

Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29 hereunder.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Certificate of Completion or Completion Certificate means the certificate issued under GCC Clause 62.1.

Compensation events are those defined in Clause 51 hereunder.

Completion means that the Works (or, where the context so requires, a specific Section thereof, if any, specified in the Contract), have been completed in all respects as per Contract operationally and structurally and put in a tight and clean condition, that all Test for Completion of the Works (or such specific Section thereof) has been completed.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 62.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.5 below which are collectively referred to as the Contract Documents.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bid document submitted by the Contractor to the Employer.

Contractor's Equipment or Construction Equipment means all apparatus, equipment, machinery, construction plant, vehicles and other items required by the Contractor for the execution of the Works. Contractor's Equipment excludes Temporary Works, Plant, Materials, and any other things intended to form or forming part of the Permanent Works.

Contractor's Representative means the person named as such in the Contract for and on behalf of the Contractor and appointed from time to time by the Contractor, with the approval of the Employer, to perform the duties under the Contract.

The **Defects Liability Certificate** is the certificate issued by Project Manager/ Engineer-in-Charge/ Employer upon correction of defects by the Contractor.

Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, and include calculations and other information provided or approved by the Employer or Employer's Representative for the execution of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Special Conditions of Contract and calculated from the Completion Date and the Defects Liability Period is the period, through which the performance of the work is established and is as mentioned in the Contract & where the contractor remains responsible for remedying defects.

The **Employer** is the party who will employ the Contractor to carry out the Works, as specified in the SCC.

Employer's Personnel means Project Manager or Employer's Representative or Engineer-in-Charge or Engineer, their assistants to whom delegation is made by the them as per the Contract and all other staff, labor and other employees of the Employer engaged in fulfilling the Employer's obligations under the Contract; and any other personnel identified as Employer's Personnel, by a Notice from the Employer to the Contractor.

Force Majeure are the situations as defined in Clause 50 of GCC.

Government means the government of India, State Government or local government as applicable.

Government Authority means any national, state provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization have the force of governing law of the Contract, or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the period/time, reckoned from the Start Date, within which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Special Conditions of Contract. The Intended Completion Date may be revised only by the Employer by issuing an extension of time or an acceleration order.

Letter of Acceptance means the formal acceptance of the Employer of the Bid.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Party means the Employer or the Contractor, as the context requires and "Parties" mean both the Employer and the Contractor.

Performance Security (includes the terms 'Performance Bank Guarantee' or 'E-Bank Guarantee' or any other specified financial instruments in specific context, means a monetary guarantee to be furnished by the successful Bidder or Supplier in the form prescribed for the due performance of the Contract;

Permanent Works means the works of a permanent nature which are to be executed by the Contractor under the Contract.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

Project Manager or Employer's authorized Representative or Engineer-in-Charge or Engineer means the person named by the Employer as such in the Contract (or any other person appointed and notified to the contractor to act in his replacement) who is responsible for supervising the work being performed by the Contractor and administering the contract.

Section means a part of the Works specifically identified in Contract as a Section.

The **Site** is the area defined as such in the Special Conditions of Contract.

Site Investigation Reports/ Data are those that were included in the bidding document and are factual and interpretative reports/ data about the surface and subsurface conditions at the Site.

The **Special Conditions of Contract** defines the documents and other information which comprise the Contract.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Special Conditions of Contract. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

Tests after Completion means the tests specified in the Contract, which are to be carried out after the Works or any Section of Works has been taken over by the Employer.

Tests for Completion means the tests specified in the Contract and any other tests as may be agreed by the Employer's Representative and the Contractor or instructed in writing as a variation, which are to be carried out before the Works or any Section of Works are taken over by the Employer.

A **Variation** is an instruction given by the Employer in writing, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the Special Conditions of Contract and includes the Permanent Works and the Temporary Works or either of them as appropriate.

In writing or written means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

Throughout the bidding/ bid documents and the documents forming part of the Contract, the term "bid" /

“tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, bidding document/bid document/tender document etc.); Bill of Quantity / Schedule of Quantity / Price Schedule & Schedule of items; Bid Security / Earnest Money Deposit are used interchangeably to carry the same meaning unless repugnant to the context.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, words indicating one gender include all gender. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the Special Conditions of Contract, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 In the Contract, except where the context requires otherwise,
 - i. provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be record in writing;
 - ii. the word “tender” is synonymous with “bid,” “tenderer” with “Bidder,” and “tender documents” with “Bidding/ Bid Documents”;
 - iii. the word ‘approved’ means approved in writing, including subsequent written confirmation of previous verbal approval and ‘approval’ means approval in writing, including as aforesaid
 - iv. “person” means a natural person, any form of business organization, incorporated or not, or any other legal entity, including but not limited to a company, a corporation, limited liability partnership, partnership, or proprietorship organization;
 - v. Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members/ partners of the JV, and where the members/ partners of the JV are jointly and severally liable to Employer for the performance of the Contract; “
 - vi. “store’ wherever appearing, means the place where the Plant and Material supplied under this Contract are stored by the Contractor preferably near to the Site. Such place will be treated as forming part of Site;
 - vii. the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
 - viii. wherever it is mentioned in the Contract that the Contractor shall perform certain work or provide certain facilities or services, it is understood that the Contractor shall do so at his cost and the Contract Price shall be deemed to have included the cost of such performances and provisions so mentioned;
 - ix. in the event of any ambiguity or conflict between the Contract Documents listed in Clause 2.5, the order of precedence shall be the order in which the Contract Documents are listed in Clause 2.5.
- 2.4 The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Employer.

- 2.5 The documents stated below form part of the Contract Documents and are meant to complement each other. However, in the event of any conflict arising between the provisions of various documents, the documents shall take precedence in the order provided below:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Special Conditions of Contract
- (5) General Conditions of Contract, including Appendices
- (6) Work Requirements
- (7) Technical Specifications
- (7) Drawings
- (8) Bill of Quantities;
- (9) Performance Security Deposit
- (10) any other document listed in the Special Conditions of Contract as forming part of the Contract
- (11) Any modification, addendum, pre-bid meeting proceedings

3. Language and Law governing contract

- 3.1 The language of the Contract shall be [English/Hindi].
- 3.2 The law governing the Contract is the Laws of India supplemented by the law and regulations of State of Uttarakhand.

4. Employer's decisions

- 4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

- 5.1 The Employer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may revoke any delegation after notifying the Contractor.

6. Communications

- 6.1 The address and contact details for communication with the Contractor and Employer shall be as per the details given in Special Conditions of Contract to GCC. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act). The notice sent by fix or other electronic means shall be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery.

7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Engineer, but may not assign the contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The subcontracting shall not exceed 50% of the total value of work. The sub-contractors should have an experience in any one year with in the last 3 years of execution of similar item of construction to an extent of 50% of the quantity proposed to be executed as a subcontract.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Special Conditions of Contract. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 8.2 The Contractor should take up the works in convenient reaches as decided by the Employer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of Other Contractors till the completion of the Works.

9. Personnel

- 9.1 The Contractor shall employ the technical personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Employer. The Employer shall approve any proposed replacement of Technical Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.
- 9.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission for employment with the Contractor.
- 9.4 The Employer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Employer:
- a) Persists in any misconduct,
 - b) Is incompetent or negligent in the performance of his duties,
 - c) Fails to conform with any provisions of the Contract, or
 - d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

10. Employer's and Contractor's risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- a. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

- i. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - ii. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- b. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- a. Defect which existed on the Completion Date,
 - b. an event occurring during Defects Liability Period or (c) the activities of the Contractor on the Site after the Completion Date
- 11.3 The Employer is responsible to provide the dispute free site to the Contractor

12. Contractor's risks

- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance:

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant, and Materials;
 - b) loss of or damage to Equipment;
 - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- 13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.
- 13.3 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.4 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the bid, shall be deemed to have relied on site investigation reports/data referred to in the Special Conditions of Contract, supplemented by any information that may have been available to the Bidder. All Site Investigation Reports/Data, information and/or data provided/ to be provided by the Employer as described in the Special Conditions of Contract and/ or Works Requirements shall be deemed to be accurate, except when the Employer expressly states otherwise. All seismic, geological, and other subsurface conditions or concealed conditions on the Site are the responsibility of the Employer. However, the Contractor is obliged to bring to the notice of the Employer in a timely manner, any errors, or omissions in such information or ambiguities/ discrepancies therein.

The Employer shall be deemed to have and shall have made available to the Contractor for information, all relevant data in the Employer's possession on the topography of the Site and on sub-surface, hydrological, climatic, and environmental conditions at the Site before submission of Bid by the Contractor. The Employer shall promptly make available to the Contractor all such data which comes into the Employer's possession after the submission of Bid by the Contractor.

14.2 The Contractor shall be deemed to have satisfied himself as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any roads or bridges from being damaged by the Contractor's traffic for movement of Materials, Plant, and Construction Equipment to the Site. These efforts shall include the use of appropriate transportation vehicles and access routes. Any damage or improvement to the transportation system including the roads/bridges/culverts enroute to the project Site during execution of the works shall be borne by the Contractor, who shall make good the same at his own cost.

15. Progress Reporting

15.1 Monthly progress reports for each calendar month shall be prepared by the Contractor and submitted to the Employer's Representative in 3 copies. Each report shall include:

- a) Detailed description of progress, including each stage of design, procurement, manufacture, delivery to site, construction, erection, testing and commissioning;
- b) Charts showing the status of design and construction documents, purchase orders, manufacture and construction;
- c) For the manufacture of each main item of Plant and materials, name of manufacturer, factory location, percentage progress, actual date or expected dates of Contractor's inspections, tests and delivery;
- d) Records of Contractor's personnel and Construction Equipment on site;
- e) Copies of quality assurance documents, test results and acceptance Certificates of Plant and materials;
- f) Safety statistics including details of any hazardous incidents and activities related to site, environmental aspects and public relations;
- g) Comparisons of actual and planned progress, with details of any aspects which may delay or jeopardize the completion as per Contract, and the measures being (or to be) taken to overcome such aspects and difficulties;
- h) Actions pending from Employer's Representative which may delay the works;
- i) Details of Construction drawings required for works atleast 2 months in advance of their requirement.

The Contractor/Engineer-in-Charge is required to maintain Hindrance Registers for reporting hindrances if any, while executing the work in respect of design, engineering, procurement, supply and site work-related issues. The Contractor/Engineer-in-Charge shall get record of hindrances in the Hindrance Register(s) and bring in the notice of Engineer-in-Charge/Contractor, within 7 days of happening of hindrance.

16. Queries about the Special Conditions of Contract

16.1 The Employer will clarify queries on the Special Conditions of Contract.

17. Contractor to construct the Works

17.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

18. Construction Equipment

- a) The Contractor shall provide and install all necessary Construction Equipment required for the execution of the Works under the Contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the Work covered by the Contract which shall ensure the completion of Work(s) within the specified Intended Time for Completion. The Construction Equipment shall preferably be new.
- b) The Contractor shall deploy Construction Equipment as per agreed schedule. Provided further that in case of slow rate of progress of Works, the Contractor should supplement the agreed schedule of Contractor's Equipment with additional Construction Equipment so as to ensure completion of Works within Intended Time for Completion at no extra cost to Employer.
- c) The Contractor shall make necessary arrangements for Repair/maintenance of his equipment/machinery utilized at site, by arranging proper workshop, storage facilities, experienced manpower for routine maintenance etc. close to the site locations.
- d) The Contractor shall not remove Construction Equipment, except for purpose of removing it from one part of the Site to another, without written consent of the Engineer-in-Charge. Provided always that any such approval of shifting of Construction Equipment shall not absolve the Contractor of his obligations for due execution of the Works within the Time for Completion as per the Contract.

19. Materials

- a) The Contractor shall at his own expense provide/arrange all materials required for the bonafide use on works under the Contract.
- b) All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time-to-time proof and samples, at his cost, of the materials as may be specified by the Engineer-in-Charge for his approval before use in the Works. The Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the Contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the Contractor in all cases and also where such tests which are in addition to those provided in the Contract.

- c) The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are lying or from where these are being obtained. For this purpose, the contractor shall afford such facilities as may be required for such inspection and examination.
- d) The Engineer-in-Charge shall have full powers for removal of any or all materials brought to Site by the Contractor, which are not in accordance with the Contract Specifications or samples, approved by him.

20. The Works to be completed by the Intended Completion Date

- 20.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the schedule submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

21. Approval by the Employer

- 21.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
- 21.2 The Contractor shall be responsible for the design of Temporary Works.
- 21.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 21.4 The Contractor shall obtain approval of third parties to the design of the temporary Works where required.
- 21.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.
- 21.6 The Contractor shall submit all drawings with specifications to the Employer for approval. The Employer shall approve or send it back for modifications within 14 days of receipt. The Contractor shall make the required modifications and send it back to Employer for approval.

22. Safety

- 22.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 22.2 The Contractor shall be responsible for safety of all persons, employed by him on Works, directly or through Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Employer or the Employer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour laws and regulations.

23. Discoveries

- 23.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the

property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them. The Contractor shall take reasonable precautions to prevent any damage to these discoveries.

24. Possession of the Site

- 24.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Special Conditions of Contract, the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

25. Access to the Site

- 25.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

26. Instructions, Inspections and Audits

- 26.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.
- 26.2 The Contractor shall permit the Employer to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Employer. The Contractor shall maintain all documents and records related to the Contract for a period of 3 (three) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Employer.

27. Patent Rights

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent rights or design trademark or patented name or other protected rights in respect of the whole or any part of the works and shall pay any royalties or other charges which may be payable in respect of any machine, article or materials or part thereof included in the Contract. In the event of any claim being made or action being brought against the contractor by the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer.

28. Subsequent Legislation

If, after the deadline for submission of Bid for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the Contractor in execution of the Contract on the direct transactions between the Employer and the Contractor, such additional or reduced cost shall, be determined by the Employer and shall be added to or deducted from the Contract Price and the Employer's Representative shall notify the Contractor accordingly .

Notwithstanding the above, such additional or reduced cost shall not be separately adjusted (paid/recovered) if the same already have been taken into account in the cost indices or prices to the Price Adjustment Formula provided in the Contract.

29. Appointment of the Adjudicator

- 29.1 The Adjudicator shall be appointed by the Employer with the consent of Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 29.2 If the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

30. Procedure for resolution of Disputes:

- 30.1 If the Contractor is not satisfied with the decision taken by the Engineer-in-Charge, the dispute shall be referred by either party to the Adjudicator within 30 days of the notification of the Engineer-in-Charge's decision.
- 30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of notification of a dispute. The Adjudicator shall be paid as specified in the SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. If the Adjudicator fails to give its decision within a period of 28 days of the receipt of a notification of a dispute, either party may within 28 days of the expiration of the above-mentioned period or either party is not satisfied with the decision of the Adjudicator, give notice to the Employer of its dissatisfaction. If neither party refer the dispute to the Employer within 30 days, the Adjudicator's decision will be final and binding.
- 30.3 If any party refer the dispute to the Employer, then the Employer shall give a decision in writing within 28 days of receipt of notification of a dispute.
- 30.4 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by the Contractor to the Arbitrator. The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

31. Program

- 31.1 Within the time stated in the Special Conditions of Contract, the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2 The Contractor shall submit the list of equipment and machinery being brought to the Site, the list of key

personnel being deployed, the list of machinery/equipments being placed in field laboratory and the location of field laboratory along with the Programme as per requirement and as per direction of Employer. The Employer shall cause these details to be verified at each appropriate stage of the Programme.

- 31.3 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.4 The Contractor shall submit to the Employer for approval an updated Program at intervals no longer than the period stated in Special Conditions of Contract. If the Contractor does not submit an updated Program within this period, the Employer may withhold the amount stated in the Special Conditions of Contract from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

Payment certificate:

- (a) The Contractor shall submit to the Employer's Representative monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (b) The Employer's Representative shall check the Contractors' monthly statement within 30 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in Contract.
 - (c) The value of work executed shall be determined by the Employer's Representative.
 - (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities (BOQ)
 - (e) The value of work executed shall include the valuation of variations and Compensation Events.
 - (f) The Employer's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (g) The Employer's Representative may by any interim monthly bill make any correction or modification in any previous interim monthly bill which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate
- 31.5 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

32. Extension of the Intended Completion Date

- 32.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 32.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21

days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

33. Acceleration

- 33.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Employer shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 33.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.

34. Delays ordered by the Employer

- 34.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

35. Management meetings

- 35.1 Either the Employer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 35.2 The Employer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Contractor. The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

36. Early Warning

- 36.1 The Contractor shall warn the Employer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Employer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 36.2 The Contractor shall cooperate with the Employer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer.

37. Suspension of Works

- 37.1 The Contractor shall on the order of the Engineer-in-charge suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-charge. If such suspension is:
- a) provided for in the Contract, or
 - b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on

- the part of the Contractor, or
 c) necessary for the safety of the Works or any part thereof,

then the Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable cost incurred by the Contractor during the periods of such suspension.

- 37.2 If the progress of Works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the Contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

C. Quality Control

38. Bench Marks

- 38.1 The Engineer-in-Charge shall establish/indicate the bench marks and convey the same in writing to the Contractor immediately after Letter of Acceptance. Engineer-in-Charge shall be responsible for correctness of such data/bench marks conveyed to the Contractor.
- 38.2 The Contractor shall be responsible for the true and proper setting out of all the Works (in relation to the aforementioned bench marks) for the correctness of the location, grades, dimensions and alignment of all components of the Works; and for the provisions of all instruments, appliances, materials and labour required in connection therewith. If at any time during the progress of work, any error shall appear or arise in the location, grades, dimensions, or alignment of any part of the Work, the Contractor on being required to do so by the Engineer-in-Charge shall, subject to Clause (a) hereof, at his own expense, rectify such error to the satisfaction of the Engineer-in-Charge.
- 38.3 The Contractor shall afford all reasonable facilities and assistance to the Engineer-in-Charge for checking the setting out and lines and grades established by the Contractor. The checking of any setting out or of any line and grade by the Engineer-in-Charge shall not in any way relieve the Contractor of his responsibility for the correctness thereof. If at any time during the progress of work, any error shall appear or arise in the location, grades, dimensions, or alignment of all parts of the Site including special and/or temporary rights-of-way to the Contractor, free from all encumbrances. If possession of a part of site is not given by the date stated in the Contract, the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event, under the Contract.

39. Identifying defects

- 39.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to

search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

40. Tests

40.1 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by the Employer with full equipment as per Special Conditions of Contract. The Contractor shall be solely responsible for:

- a) Carrying out the mandatory tests prescribed in the Specifications, and
- b) For the correctness of the test results, whether performed in his laboratory or elsewhere.

40.2 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

41. Correction of defects

41.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Special Conditions of Contract. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

41.2 Every time, notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice at the Contractor's own cost.

(a) The "Defects Liability Period" for the works shall be the period stated in the Special Conditions of Contract, following the Completion Date.

(b) The Contractor shall be responsible for fulfilling of all his obligations and making good as soon as practicable at his expenses any Defect in or damage to any section or part of the Works which may appear or occur during the Defects Liability Period and which arises either from quality deficiency in design or materials or workmanship or from any act or omission, of the Contractor. Repair, modification, or replacement of work or part thereof as required to make good such Defect or deficiency or damage shall constitute complete fulfillment of the Contractor's obligations under the Contract and upon such repair, modification, or replacement pursuant hereto or upon the expiration of the Defects Liability Period whichever is later, all such obligations shall terminate.

(c) Until the expiry of the Defects Liability Period, the Contractor shall have the right of access subject to the Employer's permission during normal working hours, at his own risk and expense, by himself or his duly authorized representatives, whose names shall have previously been communicated in writing to the Employer for the purpose of inspecting, working to undertake repairs/corrective actions and performance thereof. Subject to the Employers approval, which shall not be unreasonably withheld, the Contractor may at his own risk and expense make any test which it considers desirable.

(d) If effective steps for repair, modification or replacement of Defects, deficiencies or damages pursuant hereto are not taken up within two weeks of the date of notification thereof by the Employer to the Contractor or if such repair, modification or replacement is not completed with reasonable promptitude by the Contractor at its own expense, the Employer shall be entitled to undertake the same to be made good by other agencies or otherwise and deduct expenses from any sum that may by then or at any time thereafter becomes due to the Contractor under the Contract or from the amount released by encashing

the bank guarantees provided by the Contractor under the Contract or recover otherwise from the Contractor including from money due to the Contractor on any other accounts whatsoever.

- (e) If during the Defects Liability Period any portion of the Works is found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defect liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to the contrary contained herein, be operative for a further period of 12 months from the date of such repair/rectification/replacement.

42. Uncorrected defects

- 42.1 If the contractor has not corrected a defect to the satisfaction of the Engineer-in-Charge within the time specified in the Engineer's notice, the Engineer-in Charge will get the defect corrected through a debit agency and retention money/performance security of the contractor shall be utilized for this purpose.

D. Cost Control

43. Bill of Quantities (BOQ)

- 43.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 43.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

44. Contract Price

- 44.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 44.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

45. Variations

- 45.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
- Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - Omit any item of work;
 - Change the character or quality or kind of any item of work;
 - Change the levels, lines, positions and dimensions of any part of the work;
 - Execute additional items of work of any kind necessary for the completion of the works; and
 - Change in any specified sequence, methods or timing of construction of any part of the work.
 - If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than the percentage specified in **Special Conditions of Contract**, provided the change

exceeds the percentage of the Initial Contract Price, as specified in the Special Conditions of Contract, the Engineer- in-Charge shall adjust the rate to allow for the change, as under:

- i. If the quantity of work executed exceeds the quantity of the item in BOQ beyond the higher specified limit, the Engineer- in-Charge shall fix the rate to be applied for the additional quantity of the work executed.
- ii. If the quantity of work executed is less than the quantity of the item in BOQ and is lesser than the lower specified limit, the Engineer- in-Charge shall fix the initially contracted rate to be applied for whole of the quantity of the work so executed.

45.2 The variation from a BOQ item to a Non BOQ item is not permitted.

45.3 All the variations shall be included in updated Programs produced by the Contractor.

45.4 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

45.5 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

45.6 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

45.7 The Contractor shall promptly carry out the Variation and failing to do so, the Employer will carryout such variation works, at the risk and cost of the Contractor.

45.8 Due to variations, the terms and conditions of this Contract, including any modification with respect to Performance Security Deposit may be made by written agreement between the Parties.

46. Payments for Variations

46.1 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

46.2 The payments for variations shall be as specified in SCC.

47. Cash Flow Forecasts

47.1 When the Program is updated, the Contractor shall provide the Employer with an updated cash flow forecast.

48. Submission of bills for payment

48.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

48.2 The Employer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

- 48.3 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.
- 48.4 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

49. Payments

- 49.1 Payments shall be adjusted for deductions for advance payments and retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 30 days of the date of each certificate. If the Employer makes a late payment, the contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payments should have been made up to the date when the late payment is made at the rate of interest for commercial borrowing as specified in the SCC.
- 49.2 The Employer may appoint another authority, as specified in the Special Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor) to make payment.
- 49.3 Items of the Works for which no rate or price has been entered in the BOQ, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

50. Force Majeure

- 50.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 50.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 50.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 50.4 The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- 50.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 50.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 50.7 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.
- 50.8 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Employer, shall either:
- demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the Work; or
 - continue with the Work to the extent reasonably possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 50.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 30.

51. Compensation events

51.1 The following are Compensation events unless they are caused by the Contractor:

- The Employer does not give access to a part of the Site by the Site Possession Date as stated in SCC
- The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- The Project Manager/Engineer-in-Charge orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- The Project Manager/ Engineer-in-Charge instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- The Project Manager/ Engineer-in-Charge unreasonably does not approve a subcontract to be let.
- Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- The Project Manager/ Engineer-in-Charge gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- The advance payment is delayed.
- The effects on the Contractor of any of the Employer's Risks.
- The Project Manager/ Engineer-in-Charge unreasonably delays issuing a Certificate of Completion.

51.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contractor shall submit claim within 14 days of the occurrence of Compensation Event and the Employer will give his duly considered evaluated decision as early as possible within three months. The Employer shall accordingly decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager/ Engineer-in-Charge,

and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager/ Engineer-in-Charge shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

- 51.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

52. Tax

- 52.1 The rates quoted by the Contractor in the Bill of Quantities forming part of the Contract shall be deemed to be inclusive of all duties, taxes, royalties and other levies of central and state government, local bodies and authorities, but excluding GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

53. Price Adjustment⁴²

- 53.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Special Conditions of Contract.

- (a) The price Adjustment shall apply for the work done from the Start Date up to the end of the Intended Completion Date. If there is delay in completion beyond such date for reasons attributable to the Contractor, the Price Adjustment for the work carried out during such period, for reasons attributable to the Contractor, shall be regulated as specified below:

If the Contractor fails to complete the Works within the Intended Completion date, adjustment of prices thereafter shall be made using either:

- (a) index or price applicable on the specified date prior to the expiry of the Intended Completion Date, or
- (b) the current index or price applicable for the period in question, whichever is more favourable to the Employer
- (b) Price Adjustment shall be admissible from the date of opening of bids (original or extended)
- (c) The price adjustment shall be determined during each quarter from the formulae given in Special Conditions of Contract.
- (d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

- 53.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

- 53.3 If the total duration of project is less than 18 months, generally no request for price escalation shall be considered while granting the Extension of Time.

⁴² Delete this Clause if the period of completion is less than 18 months.

54. Procedure for Claims

- a) Except as otherwise provided in any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer-in-Charge, within 14 days after the event giving rise to the claim has first arisen.
- b) Upon the happening of the event referred to in (a), the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer-in-Charge shall, on receipt of a notice under (a), inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer-in-Charge to inspect all records kept pursuant to (a) and shall supply him with copies thereof as and when the Engineer-in-Charge so instructs.
- c) Within one month, or such other reasonable time as may be agreed by the Engineer-in-Charge, of giving notice under (a), the Contractor shall send to the Engineer-in-Charge an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer-in-Charge may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer-in-Charge, the Contractor shall send a final account within one month of the end of the effects resulting from the event.
- d) The Contractor shall be entitled to have included in any interim payment certified by the Engineer-in-Charge such amount in respect of any claim as the Engineer-in-Charge, after due approval of the Employer, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer-in-Charge to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge shall notify the Contractor of any determination made under this Clause.

55. Retention

- 55.1 The Employer shall retain from each payment due to the Contractor the proportion as stated in the SCC until Completion of the whole of the Works.
- 55.2 The total amount retained shall be repaid to the Contractor when the Defects Liability Period has passed and the Employer has certified that all Defects notified by the Employer to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

56. Liquidated damages

- 56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Special Conditions of Contract for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Special Conditions of Contract). The total amount

of liquidated damages shall not exceed the amount defined in the Special Conditions of Contract. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

56.2 The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any sum due, or to become due to the Contractor or from Security Deposit or any other dues from government or semi government bodies within the State of Uttarakhand.

56.3 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

57. Bonus

57.1 [If specified in SCC, the Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Employer shall certify that the Works are complete, although they may not be due to be complete.]

58. Advance Payments:

58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the Special Conditions of Contract by the date stated in the Special Conditions of Contract, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Rate of interest will be charged on the advance payment as specified in SCC.

58.2 Advance against Materials and Plants shall be given only against the raw materials which will be used for construction within the next 3 months. Mobilisation advance up to 10% can be provided.

58.3 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

58.4 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

59. Performance Security:

The Performance Security Deposit (including additional performance security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued for an amount and in the form and type of instrument as specified in the Special Condition of Contract. The Security deposit shall be valid until a date 60 days from the date of expiry of Defects Liability Period. The additional performance security, if any shall be calculated as specified in SCC.

60. Day works

- 60.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Employer has given written instructions in advance for additional work to be paid for in that way.
- 60.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Employer. Each completed form shall be verified and signed by the Employer within two days of the work being done.
- 60.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

61. Cost of Repairs:

- 61.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract**62. Completion**

- 62.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

63. Taking over

- 63.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

64. Final account

- 64.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within [90 days] of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within [90 days] a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within [60 days] of receiving the Contractor's revised account.

65. As built drawings and /or Operating and Maintenance Manuals

- 65.1 If "as built"⁴³ Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Special Conditions of Contract.

⁴³ Completion drawings

65.2 If the Contractor does not supply the Drawings by the dates stated in the Special Conditions of Contract, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Special Conditions of Contract from payments due to the Contractor.

66. Use of Explosive material

66.1 For the use of explosive material for excavation in hard rock, the Contractor has to follow the prevailing rules in this regard of Government of India & of Government of Uttarakhand and also has to get license from the appropriate authority for the use of explosive material.

67. Termination

67.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

67.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
- (b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
- (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
- (e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Special Conditions of Contract; and
- (h) the Contractor fails to provide insurance cover as required under Clause 13;
- (i) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."
- (j) if the Contractor fails to set up a laboratory with all equipment as mentioned in Forms to ITB;
- (k) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Conditions of Contract at the appropriate time;
- (l) if the Contractor fails to pay EPF, ESI contribution as required under prevailing laws;
- (m) if the Contractor engages child labour in violation of prevailing laws;
- (n) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminates against female workers;
- (o) any other fundamental breaches as specified in the Special Conditions of Contract.

67.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 67.2 above, the Employer shall decide whether the breach is fundamental or not.

67.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

67.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

68. Payment upon Termination

68.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Special Conditions of Contract. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer. The Employer may also debar and blacklist the Contractor for applying for future tender/ITB/contractor selection processes as indicated in SCC.

68.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

69. Property

69.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default. It will be transferred to the Contractor after setting of the liabilities arise due to termination.

70. Performance Certificate & Site Clearance

70.1 Performance Certificate

Performance Certificate shall be issued by Employer's Representative upon completion of all the Contractor's obligations, stating the date on which the Contractor completed his obligations under the Contract.

The Employer's Representative shall issue the Performance Certificate within 28 days of expiry of Defects Liability Periods including remedying any Defects to be carried after completion of Works. A copy of the Performance Certificate shall be retained by the Employer's Representative with duly acknowledge receipt from the Contractor.

Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

70.2 Clearance of Site

Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

If any of these items have not been removed within 28 days by the Contractor after the issue of Completion Certificate, the Employer may dispose off remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer

71. Release from performance

- 71.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.
- 71.2 Death or permanent invalidity of the Contractor: The Contractor shall indicate his nominee for the Contract at the time of signing of Contract. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided in this Contract.
- 71.3 However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

72. Foreclosure of Contract

- 72.1 In case, the Employer decides to abandon or reduce the scope of the works under the Contract for reason whatsoever and does not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the Contract.

The Contractor shall be paid at Contract rates for full amount of the works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

- (i) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labor huts, staff quarter & site office, storage accommodation and water storage tanks;
- a) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to Site or ordered for which the Contractor is legally bound to accept delivery from suppliers provided however

that the quantity of such materials is not in excess of reasonable requirement of works. The decision of Engineer-in-charge in respect of reasonable quantity required for works will be final and conclusive (for incorporation in or incidental to the work), provided however, the Employer shall be bound to take over, the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which have been caused to materials whilst in the custody of the Contractor.

- b) For Contractor's materials not retained by the Employer, reasonable cost for transporting such materials from Site to Contractor's stores or to his other works, whichever is less will be paid by the Employer. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (ii) Reasonable compensation for transfer of Construction Equipment from Site to Contractor's permanent stores or to his other works whichever is less provided that such Construction Equipment is not in excess or reasonable requirement of works. If Construction Equipment are not transported to either of the said places, no cost of transportation shall be payable.
- (iii) The reasonable cost of transportation of all the Contractor's staff and workmen employed on or in connection with the works at time of such fore closure of Contract.
 - a) The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.
 - b) Provided always that against any payments due from Employer under this clause Employer shall be entitled to be credited with any outstanding balances due from the Contractor and any other sums which at the date of termination were recoverable by the Employer from the Contractor under terms of the Contract.

73. Closure of Contract

The Contract shall stand closed upon:

- 1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per clause 67 above.

F. Other Conditions of Contract

74. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

75. Care of Works and Indemnity

- a) From commencement to completion of the Works as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage except the loss/damage occasioned by Employer's Risks or Force Majeure Risks, which are not insurable as per GCC hereof. He shall be liable for any damage or loss that may happen to the Works or any part thereof except the loss/damage occasioned by Employer's Risks or Force Majeure Risks. Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge at Contractor's cost. The re-doing or repair of Permanent Works occasioned by Employer's Risks or Force Majeure Risks which are not insurable shall be paid by the Employer as per variation order provided such a loss or damage could not have been foreseen or avoided by a prudent person.
- i. Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or Plant at Site but not incorporated in the Works or to any person or anything or material whatsoever of either party and the either party shall bear losses and damages in respect of their manpower and materials. As such liability of either party shall include claims/compensation of the third party also.
- ii. Provided, however, in an eventuality as mentioned in sub-clause (b)(i) above, the following provisions shall also have effect:
 - b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the works under and in accordance with the Contract; and
 - c) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the Site any debris and so much of the works as shall have been damaged. The cost of such re- execution of the works shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

- d) The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Intended Time for Completion and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party. Provided the same is attributable to the contractor.

The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or Employer's Personnel. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.

76. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.

In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.

It shall be the responsibility of the Contractor to pay EPF, ESI contributions as required under prevailing rates. The Contractor shall bear all such cost and it would be deemed to be included in the Contract Price.

The employment of child labour is prohibited in the Contract. The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986.

The Contractor shall ensure that there is no gender bias in engagement of labour and other personnel and shall not make any discrimination against female employees. The Contractor shall comply with the Equal Remuneration Act, 1979 and Maternity Benefit Act, 1961.

The Contractor shall have a Labour Welfare Organisation which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context, the Contractor is also required to familiarize himself with Labour Welfare Rules of the state and comply with the provisions of the Building and other Construction Workers (Regulation and Employment & Conditions of Service), Act 1996 and the Cess Act, 1996.

The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare

facilities as per prevailing labour and welfare laws for his staff and labour.

The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when directed by the Employer.

77. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

78. Ecological Balance

The Contractor shall be required to ensure that there shall be no indiscriminate felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- a) Where unnecessary destruction, scarring, damage, or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-Charge.
- b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operation and Construction Equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-in-charge. Special care shall be exercised where trees or shrubs are exposed to injuries by Construction Equipment, blasting, and excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Charge. Trees shall not be used for anchorage.
- c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer in-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act, 1974 section -33(A), as may be amended from time to time.
- d) Burning of materials resulting from clearing of tree, bush, combustible construction materials, and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.

In the conduct of construction activities and operation of Construction Equipment, the Contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. The contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 section -31(A), as may be amended from time to time.

79. Drawings, Photographs and CD of videography of the Works

- 79.1 The Contractor shall provide as built drawings, photographs and videography of the construction works during the construction and after the construction to the Employer.
- 79.2 If the Contractor does not submit the drawings, photographs and videography to the Employer, the Employer shall withhold the amount stated in the Special Conditions of Contract from the payments from the bill of the Contractor.
- 79.3 The Contractor shall do photography/video photography of the site firstly before the start of the Work, secondly midway in the execution of different stages of Work and lastly after the completion of the Work. No separate payment will be made to the Contractor for this.
- 79.4 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Employer in writing. No photograph of the Works or any part thereof or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees without the prior approval of the Employer in writing. No photographs/video photography shall be published or otherwise circulated without the approval of the Employer in writing.

[Add other Clauses specific to the work for which bids are invited.]

SECTION XI: SPECIAL CONDITIONS OF CONTRACT

(To be updated and modified by the Employer)

Items marked "N/A" do not apply in this Contract.

GCC Clause Reference	The following documents are also part of the Contract:
	A. General
[1]	The name and identification number of the Contract is <i>[insert name and number as indicated in the Invitation for Bids]</i> .
[1], 6.1	<p>The details of Employer are:</p> <p>Employer : _____</p> <p>Authorised Representative : _____</p> <p>Address : _____</p> <p>Telex : _____</p> <p>E-mail : _____</p> <p>The details of Contractor are:</p> <p>Contractor : _____</p> <p>Authorised Representative : _____</p> <p>Address : _____</p> <p>Telex : _____</p> <p>E-mail : _____</p>
[1]	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i> <i>[If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]</i>
[1]	The Site is located at <i>[insert address of Site]</i> and is defined in drawings No. <i>[insert numbers]</i>
[1]	The Start Date shall be <i>[insert date]</i> 21 days from the date of issue of the notice to proceed with the work. The notice to proceed shall be issued within 21 days of signing of agreement.
[1]	The Works consist of <i>[insert brief summary, including relationship to other contracts under the Project]</i>
2.2	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>
2.5	The following documents also form part of the Contract: <i>[list the following and any other relevant document]</i>
8.1	Schedule of Other Contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>
9.1	Technical Personnel <i>[insert the name/s of each Technical Personnel agreed by the Employer prior to Contract signature.]</i>

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13.1	The minimum insurance ⁴⁴ amounts and deductibles shall be:		
	Sr.No.	Type of Cover	Minimum cover for Insurance ⁴⁵
	i	for loss or damage to the Works, Plant and Materials	[The sum stated in the Agreement plus 20%].
	ii	for loss or damage to Equipment (except the Works, Plant, Materials, and Equipment) in connection with Contract	Full replacement cost
	iii	for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract	Full replacement cost
	iv	Personal injury or death insurance (a) for Third Party ⁴⁶ (b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to State of Uttarakhand
14.1	Site Investigation report/Data are: <i>[list Site Data]</i>		
17, 26	The Works consist of _____ <i>[brief summary, including relationship to other contracts under the Project]</i> of the Works is _____ ⁴⁷ with the following milestones. Milestone 1 i.e., _____ months Milestone 2 i.e., _____ months Milestone 3 i.e., _____ months		
24.1	The Site Possession timelines ⁴⁸ shall be: <i>[insert location(s) and date(s), as required]</i>		
29.1 & 29.2	Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i> .		
30.2	Adjudicator shall be paid as: Reimbursable expenses payable:		

⁴⁴ Employer to specify as per requirement. Exclusions if any should also be specified.⁴⁵ Employer to specify as per requirement. Exclusions if any should also be specified.⁴⁶ Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.⁴⁷ At the time of preparation of the bid document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.⁴⁸ At the time of preparation of the bid document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'

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30.4	<p>The procedure for arbitration shall be as follows:</p> <p>(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Arbitral Tribunal. One Arbitrator shall be appointed by each party and the Presiding Arbitrator shall selected by both arbitrator with consensus, failing such the Presiding Arbitrator shall be appointed by IRC/IEI or any organization mentioned in agreement.</p> <p>(b) Arbitration proceedings shall be held at⁴⁹, Uttarakhand, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. [Calculation of fees and payment schedule for resolution of dispute between Arbitrator shall be as per Govt. Order letter No. 471/III (2)-19-41 (रिट याचिका)/2013, Dehradun Dt 28-01-2020 Government of Uttarakhand, PWD section-2, Dehradun, and its amendments from time to time, which shall be the part of this Contract.]</p> <p>Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>
	B. Time Control
31.1	<p>The Contractor shall submit for approval a Program for the Works within [number] days from the date of the Letter of Acceptance.</p> <p>The Program shall also include the Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.</p>
31.4	<p>The period between Program updates is [insert number] days</p> <p>The amount to be withheld for late submission of an updated Program is [insert amount].</p>
	C. Quality Control
40.1	<p>The laboratory to be established at [insert location] with following equipment's: [insert list of mandatory equipment for the testing laboratory]</p>
41	<p>The Defects Liability Period is: [insert number] days/months⁵⁰ and shall be extended for as long as Defects remain to be corrected.</p>

⁴⁹ To be filled in by the Employer before issue of the Bid document.

⁵⁰ The period should depend up on the period required for testing of the work. In case of building, it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

	D. Cost Control
45.1, 46.2	<p>The Payments for Variations shall be calculated as follows:</p> <ol style="list-style-type: none"> Payment for increase in the quantities of an item in the BOQ up to [10%] of that provided in the Bill of Quantities in any of the items shall be made at the rates quoted by the Contractor. For quantities in excess of [110%] of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) or the BOQ rate provided by the contractor, (whichever is lesser) over the current Uttarakhand Public Works Department Schedule of Rates prevalent at the time of award of Contract. If the rates for additional, substituted or altered item of work cannot be determined either as mentioned above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days. If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from market survey and quotations received and the payment would be made at the derived rate for the item by the Employer. If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
49.1	The rate of interest should be []
49.2	Authority appointed by the Employer to make payment:

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53.1	<p>The Contract <i>[insert "is" or "is not"]</i> subject to price adjustment in accordance with GCC Clause 46, and the following information regarding coefficients <i>[specify "does" or "does not"]</i> apply. <i>[Price adjustment is applicable for contracts which provide for time of completion exceeding 18 months]</i></p> <p>Price Adjustment Formula;⁵¹ R= Value of work as defined in Clause 46.1 of Conditions of Contract.</p> <p><u>Adjustment for labour component:</u> (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:</p> $V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o$ <p>Where,</p> <p>V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;</p> <p>L_o = The average consumer price index⁵² for industrial workers for⁵³ Centre for the quarter preceding the date of opening of bids as published by the Labour Bureau, Ministry of Labour, Government of India;</p> <p>L_i = The average consumer price index for industrial workers forCentre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India</p> <p>P_L = Percentage of labour component of the work</p> <p><u>Adjustment for Cement Component:</u> (ii) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.</p> $V_C = 0.85 \times P_C / 100 \times R \times (C_i - C_o) / C_o$ <p>Where,</p> <p>V_C = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;</p> <p>C_o = The all India average wholesale price index⁵⁴ for cement (Ordinary Portland Cement) for the quarter preceding the date of opening of the bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;</p> <p>C_i = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p>P_C = Percentage of cement component of the work</p>
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⁵¹ The Formula has some normal components. It should be changed if need be to suit the nature of the work.

⁵² The Index numbers are available in the web site <http://labourbureau.gov.in/indtab.html>

⁵³ Insert the name of center. The centers for which the indices presently available for Uttarakhand State are [_____]. Chose the center nearest to the work for which bids are invited.

⁵⁴ The index number are available in the web site <http://eaindustry.nic.in>

	<p>Note: For the application of this clause index of Ordinary Portland Cement⁵⁵ has been chosen to represent Cement Group</p> <p><u>Adjustment for steel component:</u></p> <p>(iii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.</p> <p>$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_o) / S_o$</p> <p>where,</p> <p>$V_s$ = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;</p> <p>S_o = The all India average wholesale price index for steel (M.S.Bars and rods) for the quarter preceding the date of opening of Bids as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p>S_i = The All India average wholesale price index for steel (M.S. Bars and Rods) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi</p> <p>P_s = Percentage of steel component of the work</p> <p>Note: For the application of this clause, index of MS Bars and Rods⁵⁶ has been chosen to represent steel group.</p>
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⁵⁵ This may be changed to any other type of cement depending on the nature of work.

⁵⁶ This may be changed depending on the major type of steel used depending on the nature of work

	<p><u>Adjustment of Bitumen Component:</u></p> <p>(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:</p> $V_B = 0.85 \times P_B / 100 \times R \times (B_i - B_o) / B_o,$ <p>Where,</p> <p>V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.</p> <p>B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at⁵⁷ on the day 30 days prior to the date of opening of Bids.</p> <p>B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at for the 15th day of the middle calendar month of the quarter under consideration.</p> <p>P_B = Percentage of bitumen component of the work.</p> <p><u>Adjustment of Fuel and Lubricant component:</u></p> <p>(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:</p> $V_F = 0.85 \times P_F / 100 \times R \times (F_i - F_o) / F_o,$ <p>Where,</p> <p>V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.</p> <p>F_o = The official retail price of High-Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at⁵⁸ on the day 30 days prior to the date of opening of Bids.</p> <p>F_i = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at for the 15th day of the middle calendar month of the quarter under consideration.</p> <p>P_F = Percentage of Fuel and Lubricant component of the work.</p> <p>Note: For the application of this Clause the price of HSD⁵⁹ has been chosen to represent Fuel and Lubricant Group</p>
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⁵⁷ Insert the nearest location of POL Depot⁵⁸ Insert the location of the nearest POL Consumer pump⁵⁹ This could be appropriately changed to any other item depending on the nature of work.

	<p><u>Adjustment for Plant and Machinery Spares Component:</u></p> <p>(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:</p> $V_P = 0.85 \times P_P / 100 \times R \times (P_i - P_o) / P_o,$ <p>Where,</p> <p>V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.</p> <p>P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p>P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p>P_B = Percentage of Plant and Machinery Spares component of the work.</p> <p>Note: For the application of this Clause index of Heavy Machinery and Parts⁶⁰ has been chosen to represent the Plant and Machinery Spares Group.</p> <p><u>Adjustment for Other materials:</u></p> <p>(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants⁶¹, procured by the contractor shall be paid in accordance with the following formula:</p> $V_M = 0.85 \times P_M / 100 \times R \times (M_i - M_o) / M_o,$ <p>Where,</p> <p>V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.</p> <p>M_o = The all India average wholesale price index for all commodities for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p>M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi</p> <p>P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.</p>
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⁶⁰ This could be appropriately changed to any other item depending on the nature of the work.

⁶¹ Add, delete or change depending on the nature of work.

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	<p><u>The following percentages ⁶²will govern the price adjustment for the entire contract:⁶³</u></p> <ol style="list-style-type: none"> 1. Labour – P_L.....% 2. Cement – P_C.....% 3. Steel – P_S.....% 4. Bitumen – P_B.....% 5. Fuel and Lubricants – P_F ⁶⁴.....% 6. Plant and Machinery Spares – P_P ⁶⁵.....% 7. Other materials – P_M.....% <p style="text-align: right;">TOTAL 100 %⁶⁶</p>
55	<p>(Retention will be @ [] % per running bill upto max [] % of Contract Price)</p> <p>50% of the Retention money will be released on issuance of Completion Certificate by the Contractor and the remaining 50% of the Retention money will be released within 30 days from the date of expiry of Defects Liability Period.</p>
56	<p>The liquidated damages for each milestone will be calculated and withhold <i>[insert percentage of the final Contract Price per day]</i>. If the final milestone has been completed within the prescribed timelines, the liquidated damages so withhold will be paid to contractor. If the final milestone has not been completed within the stipulated timelines, the liquidated damages withhold so for will be forfeited. The maximum amount of liquidated damages for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.</p> <p><i>[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day of the respective milestones amount, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]</i></p>
57.1	[Bonus: optional]

⁶² The percentages have to be approximately worked out on the estimates of cost and incorporated in the bid document before issue. It shall not be changed even if there is change of scope of work during execution.

⁶³ The components could be added or deleted or changed depending on the nature of the work.

⁶⁴ This could vary from 5% for normal works and 10% for highly mechanized operations in the work

⁶⁵ This could vary from 15% for normal works to 30% for highly mechanized operations in the work

⁶⁶ The total of the percentages for the various components of the works should be 100.

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58.1	<p>The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i>.</p> <p><i>(_% of advance payment shall be adjusted from each bill. The complete advance payment shall be recovered before [50%] of the work completion</i></p> <p><i>The advance payment shall be given at an interest rate of [.....%]⁶⁷</i></p>
59	<p>The Performance Security (including additional performance security for unbalanced bids) shall be in any of the following form viz. Bank Guarantee or FDR issued by any a Scheduled Bank or any other form acceptable to the Employer.</p> <p>The performance security will be <i>[insert related figure]</i> percent of the accepted Contract Price.</p> <p>The retention money will be <i>[insert related figure]</i> percent of the accepted Contract Price.</p> <p>The additional performance security will be- <i>[insert related rates]</i></p> <p><i>[The performance security, retention money and additional performance security will be fixed in accordance with the prevailing Procurement rules/orders.]</i></p> <p>50% of the Performance Security Deposit will be released on issuance of Completion Certificate by the Contractor and the remaining 50% of the Performance Security Deposit will be released within 30 days from the date of expiry of Defects Liability Period.</p> <p>The additional performance security shall be returned back to the contractor, once the item has been supplied and the quality of item is found satisfactorily by the procuring authority.</p>
E.	Finishing the Contract
65.1	<p>The date by which operating and maintenance manuals are required is <i>[insert date]</i>.</p> <p>The date by which "as built" drawings (in scale ...⁶⁸) in 2 sets are required is <i>[insert date]</i>.</p>
65.2	The amount to be withheld for failing to produce "as built" ⁶⁹ drawings and/or operating and maintenance manuals by the date required in GCC 52.1 is <i>[insert amount]</i> .
67	The following events shall also be fundamental breach of the contract: [The contractor has contravened Sub-clause 7.1 and Clause 9 of GCC]
68.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <i>[insert percentage]</i> .

⁶⁷ Rate of Interest should not be less than PLR.⁶⁸ Specify an appropriate scale⁶⁹ The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.

1: BILL OF QUANTITIES (Estimate given by Client)

- (1) Where there is a discrepancy between the rates in figures and in words, the amount in words will govern. [ITB Clause 23.1(a)]
- (2) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 23.1 (b)]

2: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

_____ [name of Employer]
 _____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] ⁷⁰ Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]⁷¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
 Name of Bank _____
 Address _____
 Date _____

⁷⁰ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

⁷¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

3: Notification of Award and Letter of Acceptance

To: _____

Sub: Letter of acceptance for contract no: [insert contract number] and contract title: [insert contract title]

Dear Sir/ Madam

This is to notify you that your Bid dated _____ for supply of the _____ for the Contract Price in the aggregate of _____, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are requested to (i) furnish the Performance Security of [insert amount of Rupees in words] by [insert date] and (ii) execute necessary agreement within [____] days from the date of issue of this letter in the enclosed agreement form. This notification concludes the legally binding contract between you and [insert name of Purchaser], till issue of a formal contract.

Yours truly,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Purchaser: _____

Attachment: Contract Agreement.

Standard Document for Procurement of Works | Government of Uttarakhand

4: Any Modification, Addendum, Pre-Bid Meeting Proceedings

Bid No.				
Date and time of Pre-bid meeting				
S.No.	Section, Clause No, Page No.	Description as per Bid document	Query raised	Remarks / Clarification/ Modification made



GOVERNMENT OF UTTARAKHAND
[NAME AND ADDRESS OF PROCURING ENTITY]
Telephone No: [] / Fax: []
E-mail: [] Web-site: []

STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF
[NAME OF GOODS]
through National Competitive Bidding Process
(Through E- Procurement Portal only - www.uktenders.gov.in)

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SECTION I: NOTICE INVITING BID (NIB)

GOVERNMENT OF UTTARAKHAND

[NAME AND ADDRESS OF PROCURING ENTITY]

Telephone No: [] / Fax: []

E-mail: [] Web-site: []

NOTICE INVITING BID FOR PROCUREMENT OF [NAME OF GOODS] THROUGH NATIONAL COMPETITIVE BIDDING PROCESS

(Through E- Procurement Portal only - www.uktenders.gov.in)

Bid Reference No: []

Dated: []

1. [Name of the Procuring Entity] (Referred to as the “**Purchaser**”) invites Bids from eligible Bidder for procurement of [Name of Goods] as detailed in Section IV- Schedule of Requirements (hereinafter referred to as “**the Goods**”) through E-Procurement Portal under a National Competitive Bidding Process.
2. The Purchaser has adopted a single-stage E-Procurement System procedure (the “**Bidding Process**”) comprising Two Electronic Bid Document viz., Technical Bid and Financial Bid (hereinafter collectively referred to as the “**Bid**”) for selection of the Bidder. Bids comprising the Technical Bid (First Part) and Financial Bid (Second Part) must be submitted through E-Procurement Portal within the last date and time for submission of Bids. No physical submission of Bid shall be accepted.
3. To qualify for award of the Contracts, the Bidders are advised to note the Eligibility and Qualification criteria specified in Section III of the Bid Document.
4. Technical Bids will be opened in the E-Procurement Portal as specified in the Schedule of Bidding Process. If the office of the Purchaser happens to be closed on the specified date of opening of the Bids, then they will be opened on the next working day at the same time & place as notified earlier.
5. [The Bid is subject to Electronic Reverse Auction (e-RA) and the same will be conducted on E-Procurement Portal at the time notified in the E-Procurement Portal and intimated by the Purchaser.]¹
6. All notifications, changes and amendments to the Bid Document will be posted only on the E-Procurement Portal which shall form part of the Original Bid Document.²

¹ This clause is required to be shown as deleted if Electronic Reverse Auction is not applicable.

² Bid Documents shall be available for download from the date and time of publication of the tenders on the E-Procurement Portal till the last date and time or the extended time of submission.

Instructions to the Procuring Entity for issuance of Bid Document.

This Standard Bid Document may be modified/customized as per the requirements of the Purchaser in accordance with the instructions below:
Note I: Serially numbered footnotes in this Bid Document are for guidance of the Purchaser and should be omitted from the Bid Document before it is uploaded in the E-Procurement Portal.

Note II: All assignment-specific provisions in this Bid Document have been enclosed in square parenthesis and may be modified, as necessary, before uploading the Bid Document. The square parenthesis should be removed after carrying out the required modification.

Note III: The asterisks in this Bid Document should be substituted by assignment-specific particulars before uploading the Bid Document to prospective Bidders.

Note IV: These Notes shall be omitted prior to uploading of this Document.

Note V: Deleted clause/provisions from the Bid Document should be shown as **Deleted** and numbering of the clauses/provisions should not be changed.

Note VI: To ensure uniformity, the conditions in the Bid documents are to be used unaltered. Any modification to suit a unique requirement of specific procurement is to be done separately as part of an Appendix to Instructions to Bid or Special Conditions to Contract. Before issuance, the Bid documents should be approved by the Competent Authority.

7. The Schedule of Bidding Process is as below:

Date, time and place for procuring Bid Document	From [] to [] up to [] IST to be downloaded from the E- Procurement Portal www.uktenders.gov.in
Pre-Bid meeting date, time and place	On [], AT [] IST
	Venue: [Address details]/to be held virtually –] ³
Last date & time for submission of online Bids on E-Procurement Portal	On [] up to [] IST
Date and Time for opening of Technical Bid on the E-Procurement Portal	On [] at [] IST
Date and Time for opening of Financial Bid on the E-Procurement Portal	(to be informed later) Tentatively on [] at [] IST.
[Date and Time of Conduct and process of Electronic Reverse Auction] ⁴	(to be informed later) Tentatively on [] at [] IST.
Validity of Bids (LoA to be issued prior to expiration of this period)	[] days from the last date for submission of Bids.
Period for Contract	[] month(s) [extendable/non-extendable]
Address for Communications	
Earnest Money Deposit (EMD) Amount/Bid Securing Declaration ⁵	[Rs. /-] payable / to be submitted as provided in Clause 11 of ITB

8. Bidders who are specifically exempted under this Bid Document from submitting the EMD, should submit the Bid Securing Declaration Form as provided in this Bid Document. Bids without Bid Securing Declaration and documentary proof of such exemption as required under the Bid Document will be summarily rejected and such Bid shall not be considered for any further evaluation. The decision of the tender committee shall be legally binding and acceptable to the bidders in this regard.
9. For any additional information or clarification regarding the Bid, the interested Bidder, may in writing through the E- Procurement Portal and/or by email to the mail id mentioned below seek information or clarification from the Purchaser before the last date of Pre-Bid queries.
10. The Purchaser reserves the right to accept or reject or cancel any or all the Bids or to abandon the procurement in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.

[Signature, Designation, Address, email id and Phone number of the Purchaser]

³ The details of address to be deleted if the Pre-bid meeting is in virtual mode and instead link for attending virtual meeting or information regarding the same to be provided.

⁴ To be deleted if eRA is not adopted

⁵ Strike out whichever is not applicable. Bid Security Declaration will be applicable to those, who are exempt from submission of EMD, subject to submission of valid document in this regard.

SECTION II: INSTRUCTIONS TO BIDDER (ITB)

A. General

1. Scope of Bid

- 1.1 The **Purchaser** named in the Data Sheet, invites Bids through E-Procurement Portal - www.uktenders.gov.in, (the “E-Procurement Portal”) comprising two Electronic Bid Documents viz., Technical Bid and Financial Bid (hereinafter collectively referred to as the “**Bid**”) from eligible Bidders (the “Bidders”) under National Competitive Bidding Process for procurement of Goods and related services as detailed in Section IV- Schedule of Requirements.
- 1.2 The Bid is subject to Electronic Reverse Auction (e-RA) if so specified in the Data Sheet.

2. One Bid Per Bidder

- 2.1 Each bidder shall submit only one Proposal (comprising Technical Proposal and Financial Proposal). Consultant who submits more than one Proposal, the latest proposal shall be considered for evaluation purpose.
- 2.2 All Bidders are required to register in the Uttarakhand Government E- Procurement Portal. The Bidders, who submits their Bid after digitally using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/ Appendices of this Bid.

3. Cost of Bidding

The Bidder shall bear all costs associated with preparation and submission of its Bid and the Purchaser in no case be responsible and liable for those costs regardless of the outcome of Bidding Process.

4. Eligibility and Qualification Criteria

- 4.1 The Bidder should satisfy eligibility conditions and establish their competence and capacity based on the qualification criteria (the “**Qualification Criteria**”) specified in Section III. This invitation for Bid is open to all eligible bidders meeting the Qualification Criteria.
- 4.2 If so specified in the Data Sheet Joint Ventures and Consortiums may participate in the Bidding Process.
- 4.3 If so specified in the Data Sheet Sub-contracting may be undertaken by the Bidder.

B. The Bid Documents

5. Contents of Bid Documents

- 5.1 The Bid Documents shall include:
- Section I- Notice Inviting Bids;
 - Section II- Instruction to Bidder (ITB);
 - Section III- Eligibility and Qualification criteria;
 - Section IV- Schedule of Requirements
 - Section V- Formats for Submission of Bids;
 - Section VI- Form of Contract;
 - Section VII- General Conditions of Contract (GCC);
 - Section VIII- Special Conditions of Contract (SCC);
 - Section IX- Appendices to GCC and SCC

- i. Appendix A- Schedule of Requirements;
- ii. Appendix B - Contract Price (Price schedule);
- iii. Appendix C - Form of Bank Guarantee for Performance Security Deposit
- iv. Appendix D- Notification of Award and Letter of Acceptance and
- v. Appendix E - Any modifications, clarifications, addendum/ corrigendum issued to the original Bid Document, pre-bid meeting proceedings.
- vi. Appendix F – Form of Advance Bank Guarantee

5.2 The Bid documents may be obtained in the manner set out in the Data Sheet. The Bidder should upload the scanned copy of the instrument/ payment-receipt of online payment/ e-challan or e-BG as a proof of tender fee/bid document fee, EMD submission.

5.3 The Bidder is expected to examine all instructions, conditions of contract, forms, terms and specifications etc., in the Bid Documents. Failure to furnish all information required by the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in all respects will be at the Bidder's risk and may result in rejection of its Bid.

6. Amendment to Bid Documents

6.1 Before the deadline for submission of Bids, the Purchaser may, modify the Bid Documents by notifying on the E- Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Purchaser shall form part of the Bid Document.

6.2 In order to allow prospective Bidders, reasonable time, to take the amendment into account in preparing their Bids, or procuring entity decide so, the deadline for the submission of Bids as necessary may be extended. Information about extension of the deadline for the submission of Bids will be published on E-Procurement Portal.

7. Pre-Bid Meeting and Clarification of Bid Documents

7.1 A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing as indicated in the Data Sheet before the last date and time of Pre-Bid queries. The Purchaser will respond in writing to any request for clarification received within the timeframe specified in the Data Sheet. The Purchaser's response will be uploaded in the E-Procurement Portal including a description of the enquiry sought for the information of public or the other Bidders without identifying the source of request for clarification.

7.2 If the pre-bid meeting is to be held, the Bidder or his authorized representative is invited to attend it. Its time, date and venue is given in Data Sheet.

7.3 The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.4 Queries raised by the prospective bidders in writing along with responses will be uploaded by the Purchaser on the E- Procurement Portal. Any modification to the Bid Documents listed in Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 6 and/or through the minutes of the pre- bid meeting.

7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

C. Preparation of Bids

8. Language of Bid

The Bid prepared by the Bidder, as well as all supporting documents, the correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be in the [language, as specified in Data Sheet. All supporting documents other than the language specified in the Data Sheet needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in the language specified in the Data Sheet, in which case, for purposes of interpretation of the Contract, this translation shall govern.

9. Document Constituting the Bid

9.1 The Bid should be uploaded in the E- Procurement Portal under a two Bid document system comprising the following documents.

A- **First Electronic Document – Part 1- shall be named Technical Bid documents** and shall comprise of scanned copy of all pre-qualification/technical information to be submitted in the format specified in Section V of this Bid Documents as set out below;

- i. Letter of Bid in the format prescribed at **Annexure A**.
- ii. Details of Bidder in the format prescribed at **Annexure B** along with supporting documents;
- iii. Technical Capacity of the Bidder in the format prescribed at **Annexure C- Form 1, Form-2 and Form-3** along with supporting documents;
- iv. Financial Capability of the Bidder in the format prescribed at **Annexure D** along with supporting documents;
- v. Power of Attorney for Signing of Proposal in the format prescribed at Form 1 of **Annexure E**. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at Form 2 of Annexure E;
- vi. Earnest Money Deposit in the manner and form at **Annexure F Form 1 or Annexure F Form-2** as specified in Clause 11;
- vii. Checklist of Documents in the format prescribed at **Annexure I**;
- viii. Copy of the Demand Draft [/proof of ONLINE Payment] for the tender fee as stated in the Data Sheet;
- ix. Documentary evidence established in accordance with Clause 2.4 of Section III that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid Documents.
- x. Undertaking regarding restrictions on procurement from a Bidder/Supplier having Transfer of Technology (ToT) arrangement with an entity from a Country which shares a land border with India in the format prescribed at **Annexure G**;
- xi. Any other information as may be considered relevant by the Bidder to substantiate their submissions.

Note: Bidder should not furnish the Financial Bid along with the Technical Bid. A Technical Bid containing any details of Financial Bid shall be declared as non-responsive. The decision of the procuring entity shall be legally binding and acceptable to the bidders in this regard.

B- **Second Electronic Document – Part 2- shall be named Financial Bid document** and shall comprise of; The Price Schedule furnished in the Bid Documents, indicating the goods and other services to be supplied under the Contract to be provided in the slot provided on the E-Procurement Portal. A specimen of the Financial Bid to be provided in the E-Procurement Portal is prescribed at **Annexure H**.

9.2 Price Components

The rate or price quoted by the Bidder shall conform to the requirements specified below.

- 1

in the Data Sheet or deposited in given heads of account through e-banking (if any) to the satisfaction of the Purchaser safeguarding the interest of the purchaser in all respects.⁶

- 11.3 The Bank Guarantee should be submitted in the format provided at Annexure F- Form 1 issued by a Scheduled Bank in India and drawn in favour of and payable at, as specified in the Data Sheet. BG should be irrevocable, non-transferable and un-conditional. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Earnest Money Deposit / Bid security for the Bid shall be valid for 45 days beyond the validity of the Bid, and may be extended as may be mutually agreed between the Purchaser and the Bidder from time to time.
- 11.4 The Bidder should upload the scanned copy of the instruments furnished as EMD in the E-Procurement Portal. Failure to submit such instruments will amount to treat such Bids as non-responsive.
- 11.5 The EMD to be paid through online or offline modes shall be made on any of the payment options specified in the Data Sheet.
- 11.6 Bidders who are specifically exempted from submitting the EMD under specific provisions of law should submit the documents as specified in the Data Sheet. The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Purchaser⁷.
- 11.7 Any Bid not accompanied by EMD/ Bid Securing Declaration and not secured as indicated in Sub-Clauses 11.1 to 11.3, shall be rejected as non-responsive. If bids have been extended, any bid should not be rejected due to short validity of EMD
- 11.8 The Earnest Money Deposit submitted through online or offline modes of payment will be returned without any interest in the following manner:
 - i. To the successful Bidder, within 30 days on receipt of the Performance Security Deposit
 - ii. To the unsuccessful Bidder, as promptly as possible and in any case not later than 30 (thirty) days after the award of the Contract by the Purchaser.
 - iii. In the event of rejection of all Bids or cancellation of Procurement process by the Purchaser, within 30 (thirty) days of such rejection or cancellation.
- 11.9 The EMD shall be forfeited under the following conditions:
 - i. if a Bidder withdraws its Bid during the Bid Validity Period specified in this Bid Document or as extended by the mutual consent of the respective Bidder(s) and the Purchaser; or
 - ii. if the successful Bidder fails or refuses to:
 - a. sign the Contract within the period specified in accordance with ITB Clause 26.2; or
 - b. Furnish Performance Security Deposit in accordance with ITB Clause 27.
 - iii. If the bidder breaches any provision of code of integrity.

12. Period of Validity of Bids

- 12.1 The Data Sheet indicates how long the Bid shall remain valid from the last date of submission of Bid. The Bidder is not allowed to modify, vary, revoke or withdraw, the Bid during the said original or extended validity period.
- 12.2 In case, the last day on which the Bid are to remain valid falls on/subsequently declared a holiday or closed day for the Purchaser, the Bid Validity shall automatically deem to be extended to the next working day.

⁶ Delete, if not applicable

⁷ This clause may be shown as deleted before issue of this Bid document where exemption for EMD is not provided.

- 12.3 A Bid valid for a shorter period than specified in Clause 12.1 above shall be rejected by the Purchaser as non-responsive.
- 12.4 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may solicit the Bidder's consent to an extension of the period of validity for a specified additional period. The request and the responses thereto shall be made in writing (or by e-mail or fax or through E-Procurement Portal or other written records through electronic medium only). Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 12.5 A Bidder who agrees to the extension of the period of validity of Bids shall also extend the period of validity of the Earnest Money Deposit/ Bid Securing Declaration provided under ITB Clause 11 or submit new EMD to cover the extended period of validity of their Bids.

D. Online Submission of Bids

13. Format and Signing of Bid

- 13.1 The Bidder shall provide all the required information sought under this Bid Document. The Purchaser will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional/ alternative Bids shall be liable to rejection as non-responsive.
- 13.2 All the documents of the Bid should be uploaded on the E-Procurement Portal www.uktenders.gov.in using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card/ e-token. The DSC can be obtained from any authorised certifying agencies. The Bidder should register in the web site www.uktenders.gov.in using the relevant option available. Then, the Digital signature registration had to be done with the e-token, after logging into the site. The Bidder can login the site through secured login by entering the password of the e-token and the user id/password chosen during registration.
- 13.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the “**Authorized Signatory**”) of the Bidder who shall also initial each page, in blue/black ink with stamp as an acceptance of the terms and conditions written therein. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Bidder holding a Power of Attorney or the Board Resolution in this regard.
- 13.4 A copy of the Power of Attorney certified by the authorized signatory of the Bidder in the form specified in Form 1 of Annexure E or in case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at Form 2 of Annexure E, as the case may be, should accompany the Bids.
- 13.5 The Bidder shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Bid documents and the Second Electronic Document – Part 2- Financial Bid document as specified in Clause 9.1 above. After submission of Bids, the system would generate a unique Bid identification number which is time stamped. This shall be treated as acknowledgment of Bid submission.
- 13.6 Instructions for e-bidding is specified in E-Procurement Portal of www.uktenders.gov.in. The Bidder must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Uttarakhand Departments’ portal. The Bidder shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Bidder shall be responsible to see the E-Procurement Portal till last date of submission of Bid for any clarification/amendment which shall be part of the Bid Document. Purchaser will not owe the responsibility for any technical issue, if any, for the submission of the proposal.

14. Deadline for Submission of Bids

- 14.1 It shall be the responsibility of the Bidder to ensure that their Bid is submitted in the E-Procurement Portal within the last date and time specified in the Data Sheet in complete manner. The Purchaser will not be held responsible for technical glitches and internet connectivity issues confronted by Bidder in uploading their Bid or for any failure on part of the Bidder to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Bids by E-Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.
- 14.2 The last date and time for submission of Bids may be extended by amending the Bid Documents in accordance with ITB Clause 6 after giving adequate notice on the E-Procurement Portal, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Bids will be published on E-Procurement Portal.

15. Late Bids

The E-Procurement Portal will not accept any Bids after the last date and time for submission of Bids.

16. Modification and Withdrawal of Bids

- 16.1 The Bidder may modify the contents of the Technical Bid or Financial Bid or withdraw its Bid by uploading their request prior to deadline for submission of Bids in E-Procurement Portal. For Bid modification, the Bid submitted by the Bidder within the last date and time for submission of Bids shall be considered as the Bid. The Bidders may withdraw his Bid by uploading their request before the last date and time of submission of Bids. However, if the Bid is withdrawn, the re-submission of the Bid is not allowed.
- 16.2 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the original Bid Validity Period or extended period in pursuant to Clause 12. Withdrawal of a Bid during this interval shall result in forfeiture of the Bidder's Earnest Money Deposit/initiation of action for debarring the Bidder as per Bid Securing declaration⁸.

E. Bid Opening and Evaluation of Bids⁹

17. Opening of Technical Bid

- 17.1 The file containing Part I - Technical Bid Document shall be opened first in the E-Procurement Portal at the date and time specified in the Data Sheet. Authorised representatives of Bidder, who intend to attend the Technical Bid opening are to bring with them letters of authority/power of attorney from the corresponding Bidder. In the event of the specified date of Technical Bid opening being declared a holiday, the Technical Bid shall be opened at the appointed time on the next working day.
- 17.2 List of submitted Bids termed as RECEIVED shall be displayed in E-Procurement Portal. All Bid payments including EMD and cost of Bid document, if stated in the Data Sheet is successfully received shall be displayed. Thereafter, the names and such other details of the Bidder as the Purchaser may consider appropriate shall be published in the E-Procurement Portal.

⁸ Forfeiture of the Bidder's Earnest Money Deposit is not applicable in case exemption for EMD is provided

⁹ Evaluation of Bids and award of contract shall be completed, as far as possible, within the period for which the Bids are held valid. Authority shall seek extension of validity of Bids from Bidders for the completion of evaluation, if it is not completed within the validity period of Bid. In case evaluation of Bids and award of contract is not completed within extended period, all Bids shall be deemed to have become invalid and fresh Bids will be called for.

18. Process to be Confidential

- 18.1 The Purchaser shall ensure the confidentiality of the process of Bid evaluation until orders on the Bids are passed.
- 18.2 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations of award of Contract shall not be disclosed to a Bidder or any other persons not officially concerned with such process until award of the successful Bidder is announced in the E-Procurement Portal. Any effort by a Bidder to influence, the Purchaser in processing of Bids or award decision may result in rejection of its Bid.

19. Clarification of Bids

- 19.1 During evaluation of Bids, the Purchaser or the Bid Scrutiny Committee, may at its discretion, seek bona fide clarifications in writing from the Bidders relating to the Bids submitted by them by a specific date. The Bidders may be requested to submit necessary information or documents which are historical in nature (which exist on the last date of the submission of the Bid), like audited statements of accounts, tax clearance certificate, PAN, etc. If the Bidder does not comply or respond by the specified date, their Bid shall be liable to be rejected and this shall be legally acceptable and binding to all the bidders.
- 19.2 The Purchaser shall not offer or permit any change in the price or substance of a Bid except to confirm the correction of arithmetic errors discovered by the Bid Scrutiny Committee in the evaluation of the Financial Bids. In case of confusion between digit and words, words shall be preferred for evaluation purpose.
- 19.3 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;
- 19.4 All communication generated as above shall be included in the record of the procurement proceedings.

20. Initial Examination of Bids

- 20.1 The Purchaser shall cause preliminary examination of the Bids submitted to determine their substantial responsiveness and following factors shall be considered, namely:
- i. Whether the Bidder meets the eligibility criteria laid down in the Bid Documents;
 - ii. Whether the crucial documents have been duly signed and submitted;
 - iii. Whether the requisite Earnest Money Deposit/ Bid Securing Declaration (if exempted) has been furnished;
 - iv. Whether the Bid is substantially responsive in terms of the Bid Documents without material deviation or reservation or inconsistent with the Purchaser's right or Bidder's obligations as per the Bid Document. Bids from Authorised Dealers, without proper authorization from the manufacturer as per Form-3 of Annexure-C of Section V, shall be treated as non-responsive.
- 20.2 Bids which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 20.1 above, shall be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
- 20.3 [Where the Bidder has quoted for more than one schedule, if the EMD furnished is inadequate for all the schedules, the Purchaser/ Bid Scrutiny Committee shall take the Contract Price into account only to the extent the Bid is secured. For this purpose, the extent to which the Bid is secured shall be determined as

specified in the Data Sheet.]¹⁰

- 20.4 The Purchaser/ Tender Scrutiny Committee may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, reservation or omission provided such a waiver does not prejudice or affect the relative ranking of any Bidder. A substantially responsive Technical Bid is one that meets the requirements of the Bid Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- a. If accepted, would
 - i. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Schedule of Requirement; or
 - ii. limits in any substantial way, inconsistent with the Bid Document, the Purchaser's rights or the Bidder's obligations under the Contract to be executed.
 - b. if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
 - c. During the evaluation of Bids, the following definitions apply:
 - i. **"Deviation"** is a departure from the requirements specified in the Bid Document;
 - ii. **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid Document; and
 - iii. **"Omission"** is the failure to submit part or all of the information or documentation required in the Bid Document.

21. Evaluation of Technical Bid

- 21.1 The Purchaser may constitute a Bid Scrutiny Committee (the **"Bid Scrutiny Committee"**) as it deems fit to carry out scrutiny and evaluation of Bids strictly in accordance with the evaluation criteria indicated in Section III of this Bid Document.
- 21.2 Bidder whose Technical Bids are adjudged as responsive in terms of Clause 20 and who fulfils the conditions of eligibility and qualification in terms with Section III will be declared as qualified Bidder (**"Qualified Bidder"**). If a Bidder does not fulfil the eligibility and qualification criteria prescribed as above, such a Bidder shall be disqualified. The Financial Bids of only the Qualified Bidders shall be considered for opening in the E-Procurement Portal and further evaluation in the manner set out in Clause 22 below.
- 21.3 The list of Qualified Bidders, non-responsive and not qualified bidders and the date, time of opening of Financial Bids of Qualified Bidders shall be published by the Purchaser in the E-Procurement Portal.

22. Opening and Evaluation of Financial Bid

- 22.1 The Financial Bids of all the Qualified Bidders will be opened in the E-Procurement Portal at the designated date and time notified. Authorised representatives of the Bidders, who intend to attend the Financial Bid opening are to bring with them letters of authority from the corresponding Bidders. If the specified date of Financial Bid opening is declared a holiday subsequently the Financial Bids shall be opened at the appointed time on the next working day.
- 22.2 The Contract price should include all costs as specified in the Data Sheet.

¹⁰ To be retained in case of bunch bids only.

23. Evaluation and Comparison of Bids

23.1 The Purchaser/ Bid Scrutiny Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with this Bid Document to determine the lowest evaluated bid. By applying the criteria and methods as written in bid document, the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:

- a) substantially responsive to the Bid document, and
- b) the lowest evaluated cost (L-1)

The determination of Bidder quoting lowest evaluated cost shall be based on the comparison of evaluated Bid price carried out on "FOR (Freight on Road) consignee site basis", quoted by substantially responsive Bidders. The evaluation of prices shall not take into account GST levied in connection with the sale or delivery of goods and related services.

23.2 The Purchaser's evaluation of a Bid to determine lowest evaluated Bidder may take into account, in addition to the Bid Price quoted in accordance with ITB 9.2, one or more of the following factors, using the following criteria and methodologies.

- a) Projected annual maintenance costs after expiry of warranty period.
An adjustment to take into account the operating and maintenance costs of the Goods will be added to the Bid price, for evaluation purposes. The adjustment will be evaluated in accordance with the methodology specified in the Schedule of Requirements:
- b) Purchase Preference Policy of Uttarakhand along with relevant provisions of Procurement Rules.
- c) No Bid will be considered if the complete requirements is not included in the Bid. However, as stated in ITB Clause 9.1(B), where the Bidder are allowed the option to submit Bid for any one or more schedules and to offer discounts for combined schedules, these discounts will be taken into account in the evaluation of the Bids so as to determine the Bid or combination of Bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule as specified in the Data Sheet.

23.3 The evaluation of Bid and award of Contract shall be completed, as far as possible, within the period for which the Bids are held valid. The Purchaser shall seek extensions of the validity of Bidder as per the rules from the Bidder for the completion of evaluation. In case, the evaluation of Bids and award of Contract is not completed within this extended period, all the Bids shall be deemed to have become invalid and fresh Bids may be called for.

23.4 Evaluation process in e-Reverse Auction

If the Bid is subject to e-reverse auction process, the e-RA process shall be conducted as specified in the Data Sheet.

F. Award of Contract

24. Preparation of evaluation report

After evaluation of the Bids in accordance with the eligibility and qualification criteria, the order of acceptance of Bid along with the comparative statement shall be uploaded in the E-Procurement Portal.

25. Purchaser's right to vary Quantities at the Time of Award or during currency of the Contract

The Purchaser reserves the right to increase or decrease by up to [generally not more than 25 percent] of the quantity of goods originally specified in the Schedule of Requirements without any change in the rate or other terms and conditions.

 **26. Letter of Acceptance and Signing of Contract**

- 26.1 The Contract will be awarded to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 26.2 The Bidder whose Bid has been accepted will be notified by the Purchaser by issuing the Letter of Acceptance (LoA) prior to expiration of the Bid validity period through the E-Procurement Portal and through email to the successful Bidder, specifying the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods as prescribed by the Contract (hereinafter and in the Contract called the "**Contract Price**"). The Bidder, shall within timeframe specified in the Data Sheet confirm acceptance by returning a signed copy of the Letter of Acceptance through E-Procurement Portal and email.
- 26.3 Before issuing such LoA, the Purchaser may, at its discretion or based on the complain received from any other participating bidder, ask the Successful Bidder to submit the originals of all such documents for verification whose scanned copies were submitted in E-Procurement Portal along with the Technical Bid. If the Bidder fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as violation of Code of Integrity including misleading the Purchaser and action shall be initiated to debar such Bidder in accordance with the Clause 28 of this ITB.
- 26.4 Upon the successful Bidder's furnishing of Performance Security Deposit pursuant to ITB Clause 27, the Purchaser shall send the Contract Form to the successful Bidder, which may be changed based on mutually agreed terms and conditions. The purchaser reserves the right to include any specific clause which may be required to ensure the quality of goods, safety and security of goods, etc. in the administrative/ work/public/project interest etc.
- 26.5 Within the timeframe specified in the Data Sheet, the successful Bidder shall sign, date, and return the Contract Form to the Purchaser.

27. Performance Security Deposit

- 27.1 Within the timeframe specified in the Data Sheet, the successful Bidder shall furnish the Performance Security Deposit in accordance with the Conditions of Contract, in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee issued/ confirmed by a Scheduled Bank in India or through online payment in an acceptable form to the Purchaser, safeguarding the Purchaser's interest in all respects.
- 27.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 26.4, ITB Clause 26.5 or ITB Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit. The Procuring Entity shall re-tender in such cases.

28. Code of Integrity

No officer or employee of a Purchaser or a Bidder participating in a Bidding Process shall act in violation of the Code of Integrity as specified below:

28.1 Prohibiting:

- a. Corrupt Practice - any offer, solicitation or acceptance of any favour, bribe, reward, or gift, or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the bidding process or to otherwise influence the Bidding Process or the action of other party;
- b. Fraudulent Practice - any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation. This includes making false declaration or providing false information for participation in a Bidding Process or to secure a contract or in

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- execution of the Contract;
- c. Anti-competitive practice - any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and the progress of the Bidding Process.
- d. Coercive Practice: any coercion including harming or threatening persons and their properties, directly or indirectly, to influence their participation in the Bidding Process or affect the execution of a Contract.
- e. Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Purchaser who are directly or indirectly related to Bid or execution process of Contract; or improper use of information obtained by the (prospective) Bidder from the Purchaser with an intent to gain unfair advantage in the Bidding Process or for personal gain;
- f. Obstructive practice: materially impede the Purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Purchaser's rights of audit or access to information.

28.2 Obligation of Proactive Disclosures:

Failure to declare below instances shall amount to violation of this Code of Integrity:

- a. Procuring authorities as well as Bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest in any Bidding process or execution of Contract.
- b. Any Bidder must declare, whether asked or not in a Bid Document, any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other Purchaser.
- c. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Bidder making such declarations. The declared disclosures may be evaluated and mitigation steps, if possible, may be taken by the Purchaser.

28.3 Punitive actions:

The Purchaser after giving a reasonable opportunity of being heard, concludes that a bidder or prospective Bidder has contravened the Code of Integrity, may take appropriate measures including on or more of the following:

- a. If bids are under consideration
 - i. Forfeiture or encashment of Bid Security;
 - ii. calling off any pre-contract negotiations; and
 - iii. rejection and exclusion of the bidder from the Bidding Process.
- b. If a contract has already been awarded
 - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
 - ii. Forfeiture or encashment of any other security or bond relating to the Bidding;
 - iii. Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.

28.4 Provisions in addition to above:

- a. Removal from the list of registered suppliers and blacklisting/banning/debarment of the Bidder from participation in future procurements of the Purchaser for a specific period, as decided by the competent authority,
- b. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

29. Appeals

- 29.1 A Bidder aggrieved by an order passed by the Purchaser, pursuant to Clause 26.1 of ITB, may complain within prescribed time of the publishing of the notice inviting Bid in the Portal prescribed by Government. If the aggrieved Bidder is not satisfied with the decision of the Purchaser, then such Bidder may appeal to prescribed appellate authority within the manner as indicated in the Data Sheet.
- 29.2 The decision of the appellate authority shall be final and this shall be legally binding and acceptable to all the bidders.

SECTION III - ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligible Bidder

1.1 For determining the eligibility of Bidder, the following conditions are to be satisfied:

- a. The Bidder should not be under order of debarment or removed from empaneled/registered list by any Purchaser from participating in a Bid, as on the last date of submission of Bids.
- b. Any contract of the Bidder should not have been terminated during the last 36 (thirty-six) months from the last date of submission due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any Purchaser or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
- c. Bidder should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Notice Inviting Bids.
- d. 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
- e. Group of single business entities (Consortium) is allowed/ not allowed to participate in this Procurement process as indicated in the Data Sheet.
- f. Bidder should fulfil the conditions imposed by the Government of India in the interests of national security relating to submission of a bid by a Bidder/Supplier from a Country which shares Land Border with India or by a bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. A certificate for having read the above clauses is required to be submitted / uploaded by the Bidder separately in the prescribed format at Annexure G.
- g. Bidder must neither be insolvent, in receivership, bankrupt or being wound up, nor shall have its affairs administered by a Court or Judicial Officer or its business activities suspended and must not be the subject of legal proceeding for any of these reasons.
- h. The Bidder have fulfilled his obligation to pay such of the taxes payable to the Central Government or State Government or a local authority specified in the Bid Documents, pre-qualification Documents or Bid registration documents;
- i. The Bidder should not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or on making of false statements or misrepresentations of their qualifications to enter a procurement contract within a period of three years preceding the last date of submission, or not have been otherwise disqualified pursuant to debarment proceedings by any of the govt agencies or PSUs Or PSBs or any other govt entity.

1.2 The Bidder should have the following registrations:

- a. Registration under the applicable law for establishing their legal business identity.
- b. Active Registration under the Goods and Service Tax (GST) Act.
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
- d. Registration under MSE policy of Uttarakhand, for getting benefits under this policy.

2. Qualification Criteria

2.1 The Bidder should establish their competence and capacity based on the following qualification criteria (the “**Qualification Criteria**”). The qualification information should be submitted in the format prescribed at Annexure C and D of Section V.

A. Technical Capacity

[The Bidder should establish their experience (the “**Technical Capacity**”) as set out below:

- i. The Bidder should be the Original Equipment/Goods Manufacturer (OEM) or an authorized dealer of the OEM signed by the appropriate authority.
- ii. The Bidder should be a manufacturer who must have manufactured, tested and supplied the equipment (s) /goods similar to the type specified in the ‘Schedule of Requirements’ upto at least [_____] %¹¹ of the quantity required in any one of the last [_____] ¹² completed Financial Years.
- iii. Bids of Bidders quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
 - a. the manufacturer furnishes authorization in the prescribed format at Annexure C- Form 3 of Section V assuring full guarantee and warranty obligations as per GCC and SCC; and
 - b. the Bidder, as authorized representative, has supplied, installed and commissioned satisfactorily at least [.....%]¹³ of the quantity like the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least¹⁴ months on the date of Bid opening
- iv. The bidder providing annual maintenance services for the above supplied goods must have a service centre in Uttarakhand State or open the same within one month in Uttarakhand State at a place or places as desired by the client.

Note:

1. The Bidder should furnish the information on all past supplies and satisfactory performance for both (ii), (iii) and (iv) above, in the prescribed format at Annexure C- Form 1, Form 2 and Form 3 of Section V.
2. [The Bidder should furnish details of Service Centres and information on service support facilities that would be provided after the warranty period in the prescribed format at Annexure C- Form 2 of Section V.]

B. Financial Capacity

The Bidder should have the following financial capacity (the “**Financial Capacity**”).

- i. Should have positive net worth in the last FY.
- ii. If the Bidder is OEM of the Goods being sought to be procured as per this Procurement process, then the Average Annual Turnover of the Bidder should be Rs._____(Rupees_____Only)¹⁵ for the last [_____] ¹⁶ preceding financial years ending on the relevant financial year.
OR
- iii. If the Bidder is an authorized dealer of the OEM duly authorized to participate in the Bid, then the average annual turnover of such Bidder shall not be less than Rs._____(Rupees _____Only)¹⁷ for

¹¹ Indicate the percentage as considered appropriate – usually not less than 80% of the requirement. However, for MSEs it should be as per MSE policy/Procurement rules.

¹² Indicate an appropriate period as per Procurement rules /MSE policy.

¹³ Indicate the percentage as considered as appropriate usually not less than 30% of the requirement.

¹⁴ An appropriate period to be specified.

¹⁵ Generally, average annual financial turnover should be b/w 40 – 80 % or any other percentage of the estimated cost of the quantity in the Bid Document as decided by the Purchaser keeping in view the value of contract.

¹⁶ Indicate an appropriate period as per Procurement rules /MSE policy.

¹⁷ Generally, average annual financial turnover should be b/w 40 – 80 % or any other percentage of the estimated cost of the quantity in the Bid Document.as decided by the Purchaser keeping in view the value of contract.

the last []¹⁸ preceding Financial Years ending on the relevant financial year.

Note:

- a. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Bidder will not be considered for the purpose of evaluation.
- b. The Bidder should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered Accountant along with audited annual accounts for the respective financial years in the prescribed format at Annexure D of Section V.
- c. Year 1 will be the latest completed financial year, preceding the last date for submission of Bids. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Bids falls within six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the three years preceding beyond latest financial year.

2.2 The Bidder should fulfil all the criteria detailed in this Clause to qualify in the Technical Bid. If a Bidder does not fulfil the minimum criteria prescribed herein, the Bidder shall be disqualified. On such disqualification the Financial Bid of such Bidder will not be opened & will not be considered for further evaluation.

2.3 Though the Bidder fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria and this shall be legally acceptable and binding to all the bidders.

2.4 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- (a) That, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Annexure C- Form 3 of Section V) by the goods' Original Equipment Manufacturer or producer to supply the goods in India.

(The item or items for which Original Equipment Manufacturer's Authorization is required should be specified)

[Note: Supplies for any item in each schedule of the Bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the Bid will be treated as non-responsive.]

- (b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section III. To this end, all Bids submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc;
 - (ii) Details of experience and past performance of the Bidder on equipment offered and on those of similar nature within the last 36 (thirty-six) months from the last date of submission in the prescribed format at Annexure C- Form 1 to Form 3 of Section V

2.5 Documents Establishing Goods' Eligibility and Conformity to Bid Documents

- a. The Bidder shall furnish, as part of its Bid, documents establishing the conformity to the Bid Documents of all goods and services which the Bidder proposes to supply under the Contract.
- b. The documentary evidence of conformity of the goods and services to the Bid Documents may be in the form of literature, drawings and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods;

¹⁸ Indicate an appropriate period as per Procurement rules /MSE policy.

DATA SHEET

(To be reviewed and filled by the Purchaser as per requirement)

Clause Reference of ITB	Details
1.1- Purchaser Details	The name of the Purchaser is: Address and Contact Details:
1.2- E-RA	[Whether Electronic Reverse Auction (e-RA) is allowed/adopted? Yes ___ No ___]
4.2 of Eligibility Criteria- Joint Venture / Consortium	Joint Ventures/ Consortiums are allowed? Yes ___ No ___ Name of the Lead Member _____ Name of the Other Member _____ <u>*Experience of both lead member and other member / only lead members shall be considered for evaluation purpose</u>
4.3 – Sub-Contracting	Sub-Contracting is allowed? Yes ___ No ___
5.2, 17.2- Cost of Document	[The Bid documents may be downloaded free of cost from the E-Procurement Portal (www.uktenders.gov.in), or The Bidder is required to submit Demand Draft towards cost of Bid Document for an amount of [Rs. _____] ¹⁹ in favour of [_____] along with the Bid along with the Technical Bid in the manner set out in Clause 9.1 A. The amount so furnished shall be non-refundable.]
7.1- Clarification and Responses	[The E-Procurement Portal provides for online clarification. Clarifications may be requested [Insert number] days before pre-bid conference. A prospective Bidder requiring any clarification of the Bid Documents may notify the Purchaser in writing through the E- Procurement Portal and/or by email to the mail id [_____]. The Purchaser will respond in writing to any request for clarification received earlier than [_____] days prior to the last date and time for submission of Bids.
7.2- Pre-Bid meeting schedule	Pre- Bid will be held on _____[time and date] at the address provided below: [Address/ Virtually] ²⁰
8- Language of Bid	Bids should be submitted in the following language(s): [English/ Hindi] All supporting documents other than [English/Hindi] language needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in [English/Hindi] language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
9.2(e)- Quote for combination of Schedules or Bunch	Whether price for combination of Schedules or Bunch Bids is allowed- Yes ___ No ___

¹⁹ Cost of Tender Document shall be kept as deemed appropriate by the tender inviting authority .²⁰ Retain whichever is applicable.

Clause Reference of ITB	Details
Bids	If Yes, then for combination of Schedules or Bunch Bids as stated in the Schedule of Requirements, the Bidders may submit for any one or more schedules and may offer discounts for combined schedules. However, a Bidder shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such Bids will not be taken into account for evaluation and will not be considered for award. Further, the bidder shall submit the EMD needed against the individual schedules] ²¹
9.2(f) -Annual Maintenance Cost	[Whether Annual Maintenance Cost is required to be quoted by the Bidder Yes ____ No ____ If the Bidders are required to quote the Annual Maintenance Cost, the Bidders may submit post-warranty Annual Maintenance Cost for the required period after the expiry of the warranty period. The Annual Maintenance Cost shall include the cost of crucial spares used in maintenance and repairs. However, Purchaser is at discretion to enter or not enter into such an contract with the successful Bidder for annual maintenance.]
11.1- EMD Amount	[The amount of EMD is [Rs. _____/- (Rupees _____ only)]. ²²
11.2- EMD payments at	In favour of _____, Payable at _____
11.3- EMD payment	In favour of _____ and payable at _____
11.5- EMD payment options	[Online Payments: i. Debit Card, ii. Credit Card, iii. Internet Banking iv. NEFT (National Electronic Fund Transfer) Offline Payments: i. Remittance at the Bank Counter using challan Note: The Purchaser shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Bidder may use other alternative modes of payment. For further details regarding e-payment, please refer to the E- Procurement Portal.]
11.6 - EMD Declaration	[EMD Securing Declaration along with supporting documents in the format provided at Annexure F-Form 2 of this Bid Document.] ²³
12.1- Bid Validity Period	Bid must remain valid for [_____] ²⁴ days from the last date of submission of Bid i.e. until: [specify the exact date]

²¹ To be retained only in case of bunch bids

²² The EMD (schedulewise, if required) should be fixed in accordance with the Procurement Rules and should be rounded off to the nearest thousands.

²³ The bidder is required to submit the EMD declaration in the prescribed format only if specifically exempted by the Government from payment of EMD.

²⁴ Generally, it should be within 90 days.

Clause Reference of ITB	Details
14.1- Last date for submission of Bids	Last date and time IST for receipt of Bids in the E-Procurement Portal ²⁵ : On [____] up to [____] IST
17.1- Opening of Technical Bid	The Technical Bid Document shall be opened on the E-Procurement Portal, On [____] at [____] IST
20.3- Bids for more than one Schedule	[The extent to which the Bid is secured shall be determined by evaluating the requirement of EMD to be furnished for the schedule included in the Bid (offer) in the serial order of the Schedule of Requirements of the Bid Document.] ²⁶
22.2- Contract Price inclusions	The Contract price should include all costs towards [supply of goods, including related services, if any and Annual Maintenance Cost]
23.2 (c)- Bunch Bid Evaluation	[In determining bidder or bidders that offer the total lowest evaluated cost to the purchaser, after considering all possible combinations of Schedules, the Purchaser shall apply the following steps in sequence: a. evaluate individual Schedules to determine the substantially responsive Bids and corresponding evaluated costs; b. for each schedule, rank the substantially responsive bids starting from the lowest evaluated cost for the Schedule; c. apply to the evaluated costs listed in (b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and d. determine contract award on the basis of the combination of Schedule that offer the total lowest evaluated cost to the Purchaser.]
23.4- e- Reverse Auction	If the Bid is subject to e-reverse auction process, the e-RA process shall be conducted as per rules/guidelines prescribed by the Government from time to time.
26.2 – Acceptance of LOA	[.....] days from the date of issuance of the Letter of Acceptance.
26.5- Return of Contract Form	[.....] days from the date of receipt of the Contract Form from the Purchaser.
27.1 – Performance Security	Performance security Deposit shall be furnished by the Selected Bidder [.....] days from the date of the receipt of LOA from the Purchaser.
29.1- Appeal	If the aggrieved Bidder is not satisfied with the decision of the Purchaser, then such Bidder may appeal to prescribed appellate authority within the manner as indicated in the Grievance Redressal Portal of Uttarakhand

²⁵ Procuring Entity shall ensure that adequate time is provided for the submission of Bids and minimum time is allowed from the time of publishing in E- Procurement Portal and the last date for submission of Bids.

²⁶ To be retained in case of bunch bids only

SECTION IV – SCHEDULE OF REQUIREMENTS*(To be filled by the Purchaser before upload of Bid Document)***Notes for Preparing the Schedule of Requirements**

The Schedule of Requirements shall be included in the Bid document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied, EMD requirement and the delivery schedule. Further, it shall provide list of each item(s)/schedule(s).

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bidders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Annexure H.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature)

1. List of Goods and Delivery Schedule**[The Purchaser shall fill in this table]**

Sr.No.	Description of Goods	Quantity	Unit	Final (Project Site) Destination)	Delivery Schedule	EMD (in Rs)
[insert item No/insert schedule(s)]	[Description of Goods]	[insert quantity of item to be supplied]	[insert unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert amount of EMD required]

2. Annual Maintenance, if Any

Year	Item number/Schedule No.	Brief Description	EMD
1			
2			
3			

3. Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods required by the Purchaser. The Purchaser shall prepare the detailed TS taking into account that:

- The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.
- The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- The TS shall make use of best practices. Samples of specifications from successful similar procurements may provide a sound basis for drafting the TS.
- Metric units should be used as much as possible.
- Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- Standards for equipment, materials, and workmanship specified in the Bid document shall not be restrictive. Recognized Indian standards should be specified as much as possible. Preference should be given to procurement of products bearing standard marks certified by Bureau of Indian Standards. Reference to Indian Standards along with standard number should be incorporated in the document. In absence of Indian Standards, relevant International Standards may be adopted.
- Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a. Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b. Any sustainable procurement technical requirements shall be clearly specified. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
 - c. Detailed tests required (type and number).
 - d. Other additional work required to achieve full delivery/completion.
 - e. Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.
 - f. List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate.

When the Purchaser requests that the Bidders provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]

“Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No.	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

4. Detailed Technical Specifications and Standards [insert whenever necessary].

[Insert detailed description of TS]

5. Inspections and Tests

The following inspections and tests shall be performed: [insert list of inspections and tests]²⁷

²⁷ Schedule of Requirements shall be prepared keeping it in consideration.

SECTION V: FORMATS FOR SUBMISSION OF BIDS

ANNEXURE A

Letter of Bid

(To be uploaded in the letter head of the Bidder)

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

Bid Reference No. _____

To

[insert complete Name and address of Purchaser]

Sub: [Bid for Procurement of (Name of Goods)]

- 1 “We, the undersigned, hereby submit our Bid, in two parts under Single Stage E-Procurement system procedure comprising Two Electronic Bid Documents, namely: (a) the Technical Part: Technical Bid, and (b) the Financial Part: Financial Bid.”
- 2 With reference to your Bid document dated _____,²⁸ I/We, having examined the Bid Documents, have no reservations to the Bid Documents, including Addenda issued in accordance with Instructions to Bidders (ITB).
- 3 I/We certify that all information provided in the Bid submitted by us are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 4 I/We shall make available to the Purchaser any additional information/clarification it may find necessary or require to supplement or authenticate the Bid.
- 5 I/We acknowledge the right of the Purchaser to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6 I/We declare that in the last 36 (thirty six) months from the last date of submission, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any Procuring Entity/ Purchaser or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any Procuring Entity/ Purchaser for breach on our part.
- 7 We declare that we will abide by the ‘Code of Integrity of Public Procurement’ as set out in Uttarakhand Procurement Rules/ as specified in Clause 28 of the ITB. In case of transgression, our names are likely to be deleted from the list of registered suppliers, besides any other penalty or more severe action as deemed fit that may be imposed by the Procuring Entity/ Purchaser.
- 8 I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Goods.
- 9 I/We certify that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) as specified in Section III and meet(s) the requirements as specified in the Bid Document.
- 10 I/We certify that, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

²⁸ All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to each Bidder.

- 11 In the event of us being declared as the Successful Bidder, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Purchaser. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.
- 12 I/We have studied all the Bid Documents carefully and also understand where the goods are required to be supplied. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Purchaser or in respect of any matter arising out of or relating to the selection process including the award of the Contract.
- 13 I/We offer an Earnest Money Deposit of Rs.[_____] (Rupees _____ Only) and Cost of bid documents Rs. [_____] (Rupees _____ Only) (if applicable) for the Supply of Goods for which we have submitted the Bid in accordance with the Bid Document.
- OR
- I/We are hereby exempted from payment of EMD. The Supporting documents to substantiate the exemption along with the Bid Securing Declaration in the required manner is attached.]²⁹
- 14 The documents comprising the Bid, as specified in Clause 9.1 of the ITB, have been submitted in the manner set out in the Bid Document.
- 15 The Contract price has been quoted by me/us after taking into consideration all the terms and conditions stated in the Bid Document; draft Contract, our own estimates of costs and revenues and after a careful assessment of the place where the Goods are required to be supplied and all the conditions that may affect the supply of Goods.
- 16 I/We certify that I/We have not been debarred or removed from empaneled/registered list by the Procuring Entity/ Purchaser, any State Government or entity controlled by it, from participating in any Bid, for indulging in violation of Code of Integrity or deficiencies of services or for indulging in unfair trade practices or for any other reasons during the last 36 (thirty six) months from the last date of submission of Bids.
- 17 I /We declare that if our Bid is accepted, we hereby offer and agree to deliver the goods in conformity with the Bid Document and in accordance with Section IV of the RFP Document - the Schedule of Requirement., the Goods and Related Services under the Package/ Contract Title : Supply of [.....name of the Goods....] for [.....Name of the Project....] against NIB reference [.....].”
- 18 We agree to abide by this Bid for the Bid validity period specified in Clause 12.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 19 I/we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the Bid Document
- 20 I/We confirm that if I/We are the successful Bidder shall within the Timeframe specified in the Data Sheet, furnish the Performance Security in accordance with the Conditions of Contract.
- 21 I/We declare that:
- on my/our behalf, there are no agents/dealers involved in this Bid, and hence no agency agreement or payments/commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure-B of Section V.
(Applicable in case of OEM only)

²⁹ Strikeout whichever provision is applicable.

Or

as authorized dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form-3 of Annexure-C of Section V. (Applicable in case of authorized dealer only)

22 I/We understand that you are not bound to accept the lowest or any Bid you may receive.

23 We/ our firm understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

24 We have bid as a Joint Venture permitted as Section II of Bid Document, and we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, in the event of award on us³⁰. I/We agree to abide by all the terms and conditions of this Bid Document

25 I /We agree to be bound by this offer if we are the Successful Bidder for the aforementioned Service.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid document.

Yours Faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

Name and Seal of Bidder

³⁰ This declaration is applicable only if the Bidder is a Joint Venture if so permitted to bid as per Bid Document.

ANNEXURE B

Details of the Bidder

(To be uploaded in the letter head of the Bidder
Refer Clause 9.1 A(ii) and Section III of the ITB)

1. (a) Name:
 - (b) Country of incorporation:
 - (c) Corporate Identity Number/ LLP Identification Number/ Proprietary Registration Number:
 - (d) Address of the office/corporate headquarters and its branch office(s), in India:
 - (e) Address of the office/ corporate headquarters or its branch office(s), if any, in Uttarakhand:
2. Bank Details
 - (a) Name of the Holder
 - (b) Bank Account No.
 - (c) Name of the Bank
 - (d) Branch Name
 - (e) IFSC Code
3. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in these Services:
4. Details of individual(s) who will serve as the point of contact/communication for the Purchaser:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
5. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
6. Taxation Registrations:
 - (a) PAN number:
 - (b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
 - (c) GSTIN number.....in Consignor and Consignee States
 - (d) Registered/Certified Works/Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:

7.

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration during the last 36 (thirty-six) months from the last date of submission is given below (Specify only those where final awards is pending).

Year	Name of Work/ Assignment	Name of Purchaser with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation

I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note:

Bidder shall fill in this Form in the format provided above. No alterations to its format shall be permitted.

SIGNATURE OF BIDDER WITH DATE AND OFFICIAL SEAL

(Name and Designation)

Duly authorized to sign the Bid on behalf of the Bidder

ANNEXURE C

Technical Capacity of the Bidder

(To be uploaded in the letter head of the Bidder)

(Refer Section III of the Bid Document)

Form 1- Format for Performance Statement for the 36 (thirty six) months from the last date of submission

Details of the purchaser placing the Order (Full address of Purchaser)	Order No and Date	Description of Goods	Quantity of Goods	Value of Order	Date of Completion of Delivery		Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

General Instructions:

- The experience cited must comply with the qualification criteria specified Section III of the ITB.
- Along with the above format and information, the Bidders for demonstrating the Technical Capacity is required to submit the supporting documentary proof as provided at **Section III**:
- The list above is indicative only, Bidder may attach more documents as required to showcase its past performance.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Bid for and on behalf of

.....

Form 2- Capability Statement (Goods/Equipment's)

1. Name & Address of the Bidder Phone:
2. Classifications (1) Original Equipment Manufacturer
(2) Authorized Agent
(3) Dealer
(4) Others (please specify)
3. Plant: (a) Location
(b) Description, Type & size of building
(c) Is property on lease or free hold? If on lease, indicate date of expiry of lease in such case
4. Type of goods/equipment manufactured and supplied during the last 36 (thirty-six) months from the last date of submission.

Name of Goods/equipment	Capacity/Size	Quantity manufactured	No. of orders in hand	Quantity to be supplied as per the orders on hand

5. Types of Goods/equipment supplied during last 36 (thirty-six) months from the last date of submission other than those covered under 4 above.

Name of Goods/equipment's	Capacity/Size and model	Name of Manufacturer	Quantity supplied in India	Quantity of orders in hand

6. Turnover for similar goods/equipment sold in last three financial years.
7. Details of Testing facilities available
a) List testing equipment available
b) Give details of tests which can be carried out on items offered.
c) Details of the testing organization available.
d) Details of quality control results

8. Details of Service Support

Name of the Service Centre	Number of Technical staff available	Location with address and telephone	Service support facilities that would be provided

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign Bid for and on behalf of

Form 3- Original Equipment Manufacturers' Authorization Form³¹
(Refer to Section III of the Bid Document)
(To be uploaded in the letter head of the Manufacturer)

No. _____

Date _____

To

Dear Sir:

Reference: NIT No. for goods/equipment

We who are established and reputable manufacturers of
(name and description of goods offered) having factories at (address of factory) do hereby authorize
M/s (Name and address of Agent/Authorised dealer) to submit a Bid, and sign the Contract
with you for the goods manufactured/to be manufactured by us against the above NIT. The Agents/Authorised
dealers registration no. with us is....., dated/since.....

M/s (Name and address of the Authorized Dealer) is our accredited/authorized Dealer
We hereby extend our full guarantee and warranty as per Clause 28 of the General Conditions of Contract for the
goods and services offered for supply by the above firm against this NIB.

Our details are as under:

- (a) Name of the Company.....
- (b) Complete Postal Address:.....
- (c) Pin code/ZIP code.....
- (d) Telephone nos. (With country/area codes):.....
- (e) Fax No.:(with country/area codes):.....
- (f) Mobile Nos(with country/area codes):.....
- (g) Contact persons/Designation:.....
- (h) Email IDs:.....

Yours faithfully,

.....

[Signature with date, name, and designation]

For and on behalf of Messrs.....

[name & address of the OEM and seal of company]

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person
competent and having the power of attorney to legally bind the manufacturer. It should be submitted by
the Bidder in its Bid.

³¹ Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for
which bids are invited.

ANNEXURE D
Financial Capacity of the Bidder
(Refer to Section III of the Bid Document)

Format for Certificate from Statutory Auditor for Financial Capacity of the Bidder
(To be submitted on the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s _____ [Name of the Bidder], and certify that the Average Annual Turnover for the last three completed financial Year is as follows:

UDIN Number:

Turnover (Rs. _____)			
Financial Year [20**-20**]	Financial Year [20**-20**]	Financial Year [20**-20**]	Average Annual Turnover

Place:

Date:

Signature and Seal of the Statutory Auditor
clearly indicating his/her membership number
as well as UDIN number

Instructions:

1. The Bidder should provide details of its own Financial Capacity duly certified by its Statutory Auditor.
2. Annual Turnover = Annual Income as indicated in the audited annual financial statement
Year 1 will be the latest completed financial year, preceding the last date for submission of Bid. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Bids falls within Six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the three years preceding its latest financial year.

ANNEXURE E

Form 1- Power of Attorney for Signing of Bid

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "Bid for Procurement of Goods for _____", proposed by the [Name of the Purchaser] (the "Purchaser") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidder's and other conferences and providing information/responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our Bid for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Purchaser.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

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

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

ANNEXURE E

Form 2- Power of Attorney for Lead Member of Consortium
(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Whereas the [Name of the Purchaser] (the “Purchaser”) has invited bids from interested parties for “Procurement of Goods viz., _____” (the “Goods”).

Whereas, _____, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the supply of Goods in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the procurement of Goods, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Purchaser to do for and on behalf of the Consortium, all acts, Contracts and things as may be necessary in connection with the Consortium’s bid for the supply of Goods and its delivery.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, and _____ having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded to us, during the supply of Goods and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, Contracts or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid[s] for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Purchaser, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid[s] for supply and deliver of Goods and/ or upon award thereof till the Contract is entered into with the Purchaser.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Contracts and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, Contracts and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2023

For _____ (Signature) _____

(Name & Title)

For _____ (Signature)

_____ (Name & Title)

For _____ (Signature)

_____ (Name & Title)

Witnesses:

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

ANNEXURE F
Earnest Money Deposit
Form 1
Bank Guarantee for EMD
(Refer Clause 11 of the Bid Document)

B.G. No.

Dated:

- 1 In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Purchaser", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... (a _____ registered under the _____,) and having its registered office at(hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____(hereinafter referred to as "the Services") pursuant to the Bid Document dated issued in respect of the Service and other related documents including without limitation the draft Contract (hereinafter collectively referred to as "Bid Documents"), we (Name of _____ the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 11.3 of the Bid Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents by the said Bidder and irrevocably, unconditionally and on non-transferable basis undertake to pay forthwith to the Purchaser an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
- 2 Any such written demand made by the Purchaser stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Purchaser is disputed by the Bidder or not, merely on the first demand from the Purchaser stating that the amount claimed is due to the Purchaser by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bid Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty-five) days beyond the validity of the Bid or for such extended period as may be mutually agreed between the Purchaser and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bid Documents, and the decision of the Purchaser that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Purchaser and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Purchaser.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. To give full effect to this Guarantee, the Purchaser shall be entitled to treat the Bank as the principal debtor. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bid Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bid Documents or the securities available to the Purchaser, and the Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Bidder or by any change in the constitution of the Purchaser or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Purchaser to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Purchaser may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Purchaser serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [insert date falling (equal to validity period of EMD) days after the last date for submission of Bid].

Signed and Delivered by.....Bank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE F

Form 2

Bid Securing Declaration

(Refer Clauses 11.6 and to be submitted on the letterhead of the Bidder)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.

To

[Head of Procurement

Procuring Entity

Complete address of the Procuring Entity]

Ref: Bid Document No. Tend No./ xxxx; Bid Title: -----

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Bid Document, the bid must be supported by a Bid Securing Declaration in lieu of EMD.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any Bid in Procuring Entity for 2 years from the date of opening of this bid if we breach our obligation(s) under the Bid conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity period; or
2. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Bid Document.
 - b. Fail or refuse to sign the contract.

We know that this Bid Securing Declaration shall expire if the contract is not awarded to us, upon:

1. receipt by us of your notification of cancellation of the entire Bidding process or rejection of all bids or of the name of the successful bidder or
2. forty-five days after the expiration of the bid validity period or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of.....[insert date of signing]

Place[insert place of signing]

DA:.....

ANNEXURE G

[FORMAT FOR UNDERTAKING REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER/SUPPLIER HAVING TRANSFER OF TECHNOLOGY ARRANGEMENTS WITH AN ENTITY FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA]³²

(To be submitted on the letterhead of the Bidder)

[Date]

FROM: (Name of Entity)

TO: (Name and Address of the Employer)

Dear Sir:

Subject: Undertaking Regarding Restrictions on Procurement from a Bidder/Supplier having Transfer of Technology (ToT) arrangement with an entity from a Country Which Shares a Land Border with India.

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; or bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India. I certify that this bidder or any of the sub-contractor (in case if sub-contracting is allowed) is neither from such a country nor has ToT arrangement with an entity from such a country or, if from such a country/having ToT arrangement with an entity from such a country, has been registered with the Competent Authority. I certify that this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Yours Faithfully,

Authorized

Signature:

Name and Title of Signatory:

Name of the Bidder:

³² This declaration is not required for the procurements exempted from such restrictions.

ANNEXURE H

SAMPLE FORMAT FOR FINANCIAL BID

(Sample format to be prescribed in excel of the slot provided in the E-Procurement Portal)

Part A: Price Schedule for Goods

[The Bidder shall fill in the Price Schedule Form for Goods in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods specified by the Purchaser in the Schedule of Requirements and may be appropriately modified as per requirement of particular Goods]

1	2	3	4	5	6	7
Item No/insert schedule(s)	Description of Goods	Quantity	Unit Price in INR (FOR – Place of Final Destination) inclusive of all costs, taxes, duties to Deliver goods at final destination, Except GST Paid or payable on Goods	Total Price in INR except GST paid or payable on related services (Col. 3 x 4)	GST paid / payable on goods- in INR	Total Bid Price of Goods in INR (Col. 5+6)
	Related Services (if any)					
Total Bid Price for Goods(A)						

Part B: Price Schedule for Annual maintenance Cost (maintenance and repair) after warranty period

Year of Maintenance	Schedule No.	Brief Description	Annual Maintenance Cost	GST Paid/payable on services (rate and amount)	Total Price for Annual maintenance Cost (Col. 4+5)
1					
2					
3					
Total Bid Price for Annual maintenance Cost (B)					

Note:

- Item for which no rate or price has been entered in financial bid, it will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the schedule of requirement
- Unit rates and prices shall be quoted by the Bidder in Indian Rupees.
- Where there is a discrepancy between the rate in figures and words, the amount in word will govern.
- Where there is a discrepancy between the unit rate and the total amount from multiplying the unit rate by quantity, the unit rate quoted shall govern.

ANNEXURE I
CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER ALONG WITH THE BID

SI No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO
1.	9.1 A	First Electronic Document – Part 1- Technical Bid documents	Annexure A, B, C, D, E, F, H of Section V, Demand Draft for payment of Bid Document fee	
2.	9.1 B	Second Electronic Document – Part 2- Financial Bid documents	Annexure H of Section V	
3.	Section III	Undertaking	Undertaking Regarding Restrictions on Procurement from A Bidder of a Country which shares a land border with India as per Annexure G.	
4.	Section III	Statement of not been debarred or removed from empaneled/registered list by the Procuring Entity/ Purchaser	Furnish a Notorised stamp paper of value Rs 100/- to this effect .	
5.	Section III	Legal Status of the Bidder	Furnish a copy of the certificate of incorporation in case of a companies issued by the registrar of companies/Registration Certificate issued by the registrar of firms as the case may be along with copy of PAN and the IT returns for the last 3 (three) financial years preceding the last date for submission of Bids as a proof of identity.	
6.	Section III	Details of Registration	Furnish a copy of the following valid registration certificates issued by the competent authority a. Registration under the applicable law for establishing their legal identity. b. Active Registration under the Goods and Service Tax (GST) [& last submitted return as proof of submission of dues.] c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961. d. Registration for MSE issued by authority under MSE policy of Uttarakhand	
7.	Section III	Technical Capacity Demonstration	Furnish a copy of the following documents a. Original Equipment/Goods Manufacturer (OEM) Certificate b. Information on all past supplies and satisfactory performance in the prescribed format at Annexure C- Form 1, Form 2 and Form 3 of Section V. c. Details of Service Centres and information on service support facilities that would be provided after the warranty period in the prescribed format at Annexure C- Form 2 of Section V.	

8.	Section III	Financial Capacity Demonstration	<p>Furnish a copy of the following documents</p> <p>a) Audited balance sheets, financial statements for the financial year immediately preceding the last date for submission of Bids</p> <p>b) Annual Audited Reports for 3 (three) years preceding the last date for submission of Bids. The financial statements shall:</p> <ol style="list-style-type: none"> reflect the financial situation of the Bidder; be audited by a Statutory Auditor; be complete, including all notes to the financial statements; and correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted). <p>c) Statutory Auditor's certificate specifying the net worth of the Bidder and specifying the methodology adopted for calculating such net worth in the format provided at Annexure D of Section V</p>	
9.	11	EMD	Demand Draft / Fixed Deposit Receipt/ Bid Securing Declaration /Bank guarantee (scanned copy)/E-Bank Guarantee whichever is applicable.	
10.	13.4	Power of Attorney	Power of Attorney certified by the Authorised signatory signing the Bid Submission in the format provided at Form 1 of Annexure E. In case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at Form 2 of Annexure E.	

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SECTION VI - FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 20____, between, on the one hand, The Governor of Uttarakhand through (Name of Purchaser) (hereinafter called the "**Purchaser**") and, on the other hand, (Name of Supplier) (hereinafter called the "**Supplier**").

WHEREAS

- a. Purchaser is desirous to procure certain Goods viz.,.....(Brief Description of Goods) and has accepted a Bid by the Supplier for the supply of those goods on the terms and conditions set forth in this Contract for a sum of Rs.____/- (Rupees _____Only) (hereinafter called as the "**Contract Price**");

NOW THEREFORE the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following conditions and documents in indicated order of precedence (higher to Lower) herein below shall be deemed to form and be read and construed an integral part of this Contract irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:
 - a. The Contract including Conditions of Contract: (i) Special Conditions of Contract (SCC) (ii) General Conditions of Contract (GCC) and the following Appendices thereto at Section IX;
 - Appendix A: Schedule of Requirements
 - Appendix B: Contract Price
 - Appendix C: Performance Security Deposit
 - Appendix D: Notification of Award and Letter of Award.
 - Appendix E: Any Modification, Addendum, Pre-Bid Meeting proceedings
 - Appendix F – Form of Advance Bank Guarantee
 - b. Letter of Acceptance;
 - c. Record Notes/ Minutes/ confirmations of specific agreements pursuant to post bid discussions/ clarifications (in case of any ambiguity or conflict amongst the specific agreements the latest dated specific agreement shall prevail);
 - d. Supplier's completed Bid Forms submitted with the Technical Bid.

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

3. In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Clause 2 above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

*Any additional clause may be inserted in the public/administrative/work/project interest during the signing of the contract.

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

FOR AND ON BEHALF OF [NAME OF PURCHASER]

By

(Signature and Designation of the Authorized Representative of the Purchaser)

FOR AND ON BEHALF OF [NAME OF SUPPLIER]

By

(Signature and Designation of the Authorized Representative of the Supplier)

SECTION VII - GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated

- (a) **"Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"Contract Price"** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;
- (c) **"Day"** means calendar day.
- (d) **"GCC"** means the General Conditions of Contract.
- (e) **"Government"** means the Government of India, State Government of Uttarakhand or Local Government as applicable.
- (f) **"Goods"** shall have the meaning ascribed in Uttarakhand Procurement Rules;
- (g) **"Incidental related Services" or "Services"** means the services to be provided by the Supplier in pursuant to this Contract as described in Appendix A of Section IX;
- (h) **"Party"** means the Purchaser or the Supplier, as the case may be, and Parties means both of them;
- (i) **"Performance Security"** (includes the terms 'Performance Bank Guarantee' or 'E-Bank Guarantee' or demand draft, fixed deposit receipt or any other specified financial instruments in specific context, means a monetary guarantee to be furnished by the successful Bidder or Supplier in the form prescribed for the due performance of the Contract;
- (j) **"Purchaser"** means the entity purchasing the Goods, as specified in the SCC.
- (k) **"Project Site"**, where applicable, means the place or places named in SCC.
- (l) **"Supplier"** means the individual or firm supplying the Goods and Services under this Contract.
- (m) **"SCC"** means the Special Conditions of Contract by which these General Conditions of Contract may be supplemented³³.
- (n) **"Third Party"** means any person or entity other than the Government, the Purchaser and the Supplier.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Form, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Code of Integrity

- 3.1 The Purchaser and all officers or employees of the purchaser, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a

³³ SCC to be got approved by the Tender Accepting Authority.

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 The Government of Uttarakhand prescribes to the Purchaser and Bidders to uphold the Code of Integrity as specified in Uttarakhand Procurement Rules and Clause 28 of the ITB.
- 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 Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures as specified in Uttarakhand Procurement Rules and Clause 28 of the ITB.

4. Interpretation

4.1 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Contract Amendments

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- (a) Subject to GCC Sub-Clause 4.3(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4.5 Interpretation of Clauses

In the Contract, except where the context requires otherwise,

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular and, words unless specifically defined, have their normal meaning under the language of the Contract;
- (c) provisions including the word "agree," "agreed," or "agreement" require the agreement to be record in writing;
- (d) the word "tender" is synonymous with "bid," "tenderer" with "Bidder," and "tender documents" with "Bid Documents";

- (e) the word 'approved' means approved in writing, including subsequent written confirmation of previous verbal approval and 'approval' means approval in writing, including as aforesaid
- (f) "written" or "in writing" means handwritten, typewritten, printed or electronically made, and resulting in a permanent record;
- (g) "person" means a natural person, any form of business organization, incorporated or not, or any other legal entity, including but not limited to a company, a corporation, limited liability partnership, partnership, or proprietorship organization;
- (h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members/ partners of the JV, and where the members/ partners of the JV are jointly and severally liable to Purchaser for the performance of the Contract;
- (i) "store" wherever appearing, means the place where the Goods supplied under this Contract are stored by the Supplier preferably near to the Site. Such place will be treated as forming part of Site;
- (j) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (k) wherever it is mentioned in the Contract that the Supplier shall perform certain work or provide certain facilities or services, it is understood that the Supplier shall do so at his cost and the Contract Price shall be deemed to have included the cost of such performances and provisions so mentioned;
- (l) in case the word 'Contractor' is used in connection with or in relation to the Contract, it shall have the same meaning as "Supplier"; and
- (m) in case the word 'Employer' is used in connection with or in relation to the it shall have the same meaning as "Purchaser".

4.6 Independent Contractor

The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Purchaser.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English/ Hindi language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Eligibility

- 6.1 The Supplier shall have the Indian nationality.

7. Notices

- 7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

- 7.2 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.

8. Governing Law

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's State, unless otherwise specified in the SCC.

9. Settlement of Disputes

9.1 Amicable Settlement

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

9.2 Dispute Settlement

- a. Any dispute between the Parties as to matters arising pursuant to this Contract excluding the excepted matters stated in clause 9.1 above that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier in respect of the matter related to the arbitration unless otherwise agreed.

10. Scope of Supply

The Goods to be supplied shall be as specified in the Schedule of Requirements.

11. Delivery and Documents

The Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

12. Supplier's Responsibilities of the Parties

12.1 Supplier's Responsibilities

The Supplier shall supply all the Goods included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

12.2 Purchaser's Responsibilities

- a. The Purchaser shall be responsible for acquiring and providing legal and physical possession of the Project Site and reasonable access thereto, for the proper execution of the Contract, including all requisite rights of way. The Purchaser shall accord all rights of access thereto.
- b. Whenever the supply of Goods and Incidental/ Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so, required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- c. Unless otherwise specified in the Contract or agreed upon by the Purchaser and the Supplier, the Purchaser shall provide sufficient, properly qualified operating and maintenance personnel and shall perform the work and services of whatsoever nature required by the Supplier to properly carry out Pre-commissioning, Commissioning, etc. if forming part of the Related Services all in accordance with the provisions of the Schedule of Requirements.

13. Contract Price and Change Orders

13.1 Contract Price

Prices charged by the Supplier for the Goods supplied under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

13.2 Change Orders

The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 7, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

No change order will be accepted without the recommendation of tender committee and approval of the approving authority.

14. Terms of Payment

- 14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and by the documents submitted pursuant to GCC Clause 11 and upon fulfilment of all other obligations stipulated in the Contract.
- 14.3 Payments shall be made by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it subject to the defect liability as specified in the SCC.
- 14.4 The payments shall be made to the Supplier under this Contract in Indian Rupees only.

- 14.5 In case of any advance payment, Bank Guarantee of equivalent amount will be submitted by the supplier and this may be adjusted in the running/final bill.

15. Taxes and Duties

- 15.1 The Supplier shall be entirely responsible to pay for all taxes, duties, fees, license fees etc., incurred until delivery of the contracted Goods to the Purchaser. The payment of GST under the Contract is as Specified in the SCC.
- 15.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's State, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

16. Performance Security

- 16.1 If required as specified in the SCC, the Supplier shall, within 14 (fourteen) days of receipt of Letter of Acceptance, provide a performance security for the performance of the Contract for the amount and in the manner specified in the SCC.
- 16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 16.3 The Performance Security is to be kept valid for up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 36 months and the Performance Bank Guarantee/E-Bank Guarantee/fixed deposit receipt/demand draft for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 16.4 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 16.5 The Performance Security shall be denominated in Indian Rupees and shall be in one of the formats stipulated by the Purchaser in the SCC.
- 16.6 The Performance Security will be discharged by the Purchaser and returned to the Supplier without any interest not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract unless specified otherwise in the SCC.
- 16.7 The Purchaser shall be entitled, and it shall be lawful on his part,
- (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of;
 - i. any default, or failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof.
 - ii. for any loss or damage recoverable from the supplier which the Purchaser may suffer or be put to for reasons of or due to above defaults/failures/neglect.
 - iii. for code of integrity of supplier.
 - (b) And in either of the events aforesaid to call upon the supplier to maintain the said performance security at its original limit by making further deposits, provided further that the Purchaser shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any

time after that may become due to the supplier for similar reasons.

17. Copyright

All copyrights and other intellectual property rights, pertaining to any drawings, documents, and other materials containing data and information furnished by one party to another party, shall remain vested in the party furnishing such material/information.

18. Patent Indemnity

- 18.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 18.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods at the Purchaser's Site; and
 - (b) the sale in any country of the products produced by the Supplier.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 18.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 20.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 18.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 18.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in doing so.
- 18.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

19. Confidential information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for

any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

- 19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Specifications and Standards

- 20.1 The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in the Schedule of Requirements of Section IV of the Bid Document and Appendix A of Section IX and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards, as published from time to time by the central/state govt., whose application is appropriate to the Goods' country of origin.
- 20.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 20.3 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser.

21. Packing and Documents

- 21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

22. Insurance

- 22.1 The Goods supplied under the Contract shall be fully insured, by the bidder winning the contract, in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 22.2 For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes. The details of supply of goods on CIF/FOR destination basis by the supplier are specified in SCC.

23. Transportation

- 23.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Uttarakhand defined as Project site, transport to such place of destination including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

24. Incidental Services

- 24.1 The supplier may be required to provide any or all the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 24.2 Prices charged by the Supplier for incidental services, shall be included in the Contract Price for the Goods and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

25. Spare Parts

- 25.1 As specified in the SCC, the Supplier may be required to provide notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, provided that this action of the Purchaser shall not relieve the Supplier of any warranty obligations under the Contract;
- 25.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but, in any case, within [3 months]³⁴ of placement of order.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods as are specified in the SCC.

³⁴ This may be changed as per the types of Goods

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's State as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities, transportation cost, fooding and lodging cost and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in carrying out of such test and/or inspection shall be paid by the Purchaser. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.5, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 If the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.

28. Warranty

- 28.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

- 28.2 Subject to GCC Clause 20.2, the Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the State.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for [_____] months after the Goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the SCC
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct,
- a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.

30. Change in Laws and Regulations

- 30.1 Unless otherwise specified in the Contract, if after the date of [28 days] prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Annual Maintenance Service:

- i. Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, for next [_____] months/ years, annual maintenance and repairs of the entire system including supply of spares etc. will be done by the Supplier. The annual maintenance and repair cost (after warranty period) shall be paid in equal quarterly/half yearly/ annual instalments at the end of each quarter from the

date of completion of the warranty subject to satisfactory services rendered as specified in the Bid document and the resultant contract as per the rates quoted in the Contract Price.

- ii. The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/email is sent or letter is written) shall not exceed 24 hours.
- iii. It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. The amount of penalty will be recovered from the Performance Security during warranty period.
- iv. The Purchaser reserves the right to terminate maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

32. Delays in the Supplier's Performance

- 32.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 32.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time with or without escalation of cost for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 32.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27.1.

33. Termination for Default

- 33.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) If the Supplier fails to deliver any or all the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32; or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier fails to adhere to the Quality requirements/specifications given in the schedule of requirements.
 - (d) If the supplier fails to replace or rectify the required goods within the stipulated time.
 - (e) if the Supplier, in the judgment of the Purchaser has engaged in breach of Code of Integrity, as defined in GCC Clause 3, in competing for or in executing the Contract.
 - (f) If the Supplier is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
 - (g) if the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 33.2 If the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional

costs for such similar Goods or Services procured by the Purchaser. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

34. Termination for Insolvency

- 34.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier become bankrupt or otherwise insolvent during the contract. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

35. Force Majeure

- 35.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 35.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, and freight embargoes.
- 35.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 35.4 The Purchaser may by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Supplier to remedy such failure within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Closure of Contract

37.1 No claim Certificate and Release of Agreement Securities

After mutual reconciliations of outstanding payments and assets on either side, the Supplier shall submit a 'No-claim certificate' to the Purchaser requesting the release of its contractual securities, if any. The Purchaser shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Supplier. The Supplier shall not be entitled to make any claim whatsoever against the Purchaser under or arising out of this Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Supplier, after he shall have signed a "No Claim" Certificate in favour of the Purchaser. The Supplier shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

37.2 Closure of Contract

The Contract shall stand closed upon:

- 1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per clause 33 and 34 above.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

(To be reviewed and updated by Purchaser)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

GCC 1.1(i) & 1.1(l) – Definitions	The Purchaser is: The Supplier is: _____
GCC 1.1 (j) - Definitions	The Project Site(s)/Final Destination(s) is Specified in Schedule of Requirement.
GCC 7.1- Notices	For notices, the Purchaser's address shall be: _____ For notices, the Supplier's address shall be: _____
GCC 8.1 – Governing Law	[Contract shall be governed by and interpreted in accordance with the laws of _____.]
GCC 9.1- Excepted Matters	Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitral), and decisions of the Purchaser, thereon shall be final and binding on the Supplier. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Purchaser has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to: 1. Issues related to the pre-award Procurement process or conditions 2. Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. 3. Provisions incorporated in the contract, which are beyond the purview of the Purchaser or are in pursuance of policies of Government, including but not limited to i. Purchase preference policies regarding MSMEs.
GCC 9.2 – Settlement of Disputes	The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2 shall be as follows: i. In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996. ii. If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996. iii. The venue of Arbitration shall be Dehradun and the language of the arbitration proceedings and that of all councils and communications between the parties shall be Hindi or English. iv. The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be regulated by the G.O. of Uttarakhand. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. v. The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings. If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.

GCC 11 – Delivery and Documents	<p>Details of Documents to be furnished by the Supplier</p> <p>i. One original and two copies of the supplier's commercial invoice in name of Purchaser, indicating the Contract number, Goods description, quantity, unit price, and total amount being claimed. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>ii. Two copies of the packing list identifying contents of each package</p> <p>iii. One original of the manufacturer's Warranty Certificate covering all items supplied;</p> <p>iv. Original and two copies of Certificate of Inspection furnished to supplier by the nominated agency (where inspection is required);</p> <p>v. [Any other documents required can be added here]</p>
GCC 13.1 – Contract Price	<p>The prices charged for the Goods supplied shall be fixed during the performance of the contract.</p> <p>The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of documents submitted by supplier. Payment shall be made by Electronic clearing systems (ECS) to the Supplier's nominated bank account. The method and conditions of payment to be made to the Supplier shall be as follows: [the clauses below are suggestive; the purchaser may modify as appropriate]</p> <p>a. On Delivery: [_____] percent] of the Contract Price of the Goods delivered to the consignee shall be paid within sixty (60) days of submission of documents specified in GCC Clause 12 above and Consignee Receipt Certificate</p> <p>[On Successful, Installation, Commissioning and Testing of equipment: [_____] percent] of the Contract Price of Goods received shall be paid within sixty (60) days of receipt of Final Acceptance Certificate issued by the consignee.]39</p>
14.1 – Advance Payment	<p>Whether Advance Payment is payable? Yes _____ No _____</p> <p>The Form of Advance Bank Guarantee to be submitted is provided at Appendix F of Section IX</p>
GCC 15.1 – GST Payment	The Contract Price is [inclusive /exclusive] of GST.
GCC 16.1 – Performance Security	<p>Within 14 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount, [insert an appropriate value in accordance with the procurement Rules] % of the contract value, valid up to 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of () months and the Performance Security for proportionate value shall be extended 60 days over and above the extended warranty period.</p>
GCC 16.5- Performance Security	The performance security shall be in the form of a demand draft, fixed deposit receipt/ bank guarantee and the named beneficiary shall be [name of purchaser]. The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Bidding Documents.
GCC 16.6- Performance Security	The Performance Security will be discharged and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract.
GCC 21.2 – Packing and Documents	The packing, marking and documentation within and outside the packages shall be [insert in detail the type of packing required, the markings in the packing and all documentation required]
GCC 22.2- Insurance	In case of domestic goods supply on FOR destination basis, the supplier shall be responsible until the entire Goods contracted arrived and received by the purchaser as per the specification laid down in schedule of requirements and in good condition at destination. The supplier shall cover the transit risk in this respect by getting the goods duly insured at

	its own cost. The supplier shall obtain the insurance cover in its name and not in the name of the Purchaser or its Consignee.
GCC 24.1 – Incident Services	Incidental services to be provided are: [As per Appendix A: Schedule of Requirement – List of Related Services OR List down all the incidental services here]
GCC 25.1- Spare Parts	Whether Supplier is required to provide notifications, and information pertaining to spare parts manufactured or distributed by the Supplier [Yes/No]
GCC 26.1- Inspection and Tests	The Supplier shall conduct tests to confirm that the goods supplied are as per specification and enclose the test and inspection certificate along with supply. (Place of testing site can also be mentioned here)
GCC 26.2 - Inspection and Tests	The Purchaser or his representative may conduct the Inspections of the facility any time before the award of contract and also conduct Inspection for the Goods any time before or after the dispatch of Goods. Unless the Goods supplied according to the Schedule of Requirements is satisfactorily installed and training on use of the equipment is provided, the Purchaser will not issue the Final Acceptance Certificate.
GCC 27.1- Liquidated Damages	Applicable rate shall not exceed one-half percent (0.5%) per week or part thereof. The maximum amount of liquidated damages shall be equivalent to the performance security taken from the supplier.
GCC 28.3 – Warranty	(i) In partial modification of the provisions, the warranty period shall remain valid for ()years from date of satisfactory installation of equipment [insert no. of years as appropriate] For purposes of the Warranty, the place(s) of final destination(s) shall be: The consignees mentioned in the Schedule of Requirement (Appendix A)
GCC 28.5 – Warranty	The manufacturer should be able to provide service of equipment across Uttarakhand within 24 hours (modify period as appropriate) after receipt of breakdown report failing which a stipulated penalty will apply In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of () months.” [modify period as appropriate]
GCC 31 - Annual Maintenance Service	[in case annual maintenance services are required post warranty, add these clauses with modifications as appropriate] The supplier will provide () years warranty that will include Comprehensive Annual maintenance (Contract) including all spare parts and repair [insert as required] The supplier shall visit each site at least () times a year for preventive maintenance of equipment. During such visits, supplier shall provide operational training to concerned staff on use of equipment. The Schedule of such visits should be shared with consignee in advance. The manufacturer should be able to provide service of equipment across the State within [24 hours] after receipt of breakdown report, failing which a penalty as stipulated below will apply. During the Warranty period, in case of non-compliance of the above, liquidated damages at the rate of 0.1% of the Annual Maintenance Contract per non-functional unit per day subject to the maximum performance security of Annual maintenance contract, beyond timeline given above shall be imposed and equivalent amount shall be deducted from the performance security. The Annual Maintenance payments shall be paid for satisfactory maintenance of the goods supplied, installed and commissioned in equal [quarterly/ half yearly/annual] instalments at the end of each period as per the rates quoted in the Annual Maintenance Contract Price.

SECTION IX: APPENDICES TO GCC AND SCC

APPENDIX A- Schedule of Requirements

Details of Schedule of Requirements to be inserted in the Section IV of the Bid document, as applicable. The same is required to be reproduce in this Appendix A.

APPENDIX B- Contract Price

[Reproduce the Financial Bid Submitted by the selected Bidder]

APPENDIX C- Form of Performance Security Deposit

(To be in the form of bank guarantee issued/ confirmed from any nationalised bank in India)

To:
(Name of Purchaser)

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to supply..... (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20....

Address:.....

.....

APPENDIX D - Letter of Acceptance

To: _____

Sub: Letter of acceptance for contract no: [insert contract number] and contract title: [insert contract title]

Dear Sir/ Madam

This is to notify you that your Bid dated _____ for supply of the _____ for the Contract Price in the aggregate of _____, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are requested to (i) furnish the Performance Security of [insert amount of Rupees in words] by [insert date] and (ii) execute necessary agreement within [____] days from the date of issue of this letter in the enclosed agreement form. This notification concludes the legally binding contract between you and [insert name of Purchaser], till issue of a formal contract.

Yours truly,

Authorized Signature: ____

Name and Title of Signatory: ____

Name of Purchaser: ____

Attachment: Contract Agreement.

APPENDIX E -Any Modification, Addendum, Pre-Bid Meeting Proceedings

Bid No.				
Date and time of Pre-bid meeting				
S.No.	Section, Clause No, Page No.	Description as per Bid document	Query raised	Remarks / Clarification/ Modification made

APPENDIX F – Form of Advance Bank Guarantee

(Reference SCC Clause 14.1 of Section VIII)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the “Purchaser”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the “Supplier” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Purchaser’s Contract No. _____ dated _____ and the same having been unequivocally accepted by the Supplier, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the “Contract”) _____ (description of goods and services) and the Purchaser having agreed to make an advance payment to the Supplier for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Supplier.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Purchaser immediately on demand any or, all monies payable by the Supplier to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Supplier. The Purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Purchaser and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19____ at _____

WITNESS

_____	_____
(signature)	(signature)
_____	_____
(Name)	(Name)
_____	_____
(Official Address)	Designation (with Bank stamp)
	Attorney as per Power of
	Attorney No. _____ Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India