



GOVERNMENT OF ASSAM  
PROJECT MANAGEMENT UNIT (PMU)  
**ASSAM PROJECT ON FOREST AND BIODIVERSITY CONSERVATION SOCIETY (APFBCS)**  
ARANYA BHAWAN, PANJABARI, GUWAHATI – 781037  
Tel: +91 361-2733917; Website: [www.apfbcn.nic.in](http://www.apfbcn.nic.in); Email: [pd@apfbcn.in](mailto:pd@apfbcn.in) ;

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***Project: AFD financed Assam Project on Forest & Biodiversity  
Conservation - Phase II***

**Request for Quotation  
For Non –Consultancy Service**

**Hiring of Agency for Providing Microsatellite  
Fragment Analysis and DNA Sequencing  
Services**

**Reference No.: APFBC/PMU/Phase-II/WLC/2025/376/Pt-I/26  
Issued on: 11<sup>th</sup> July 2025**

**Government of Assam**  
**AFD financed**  
**Assam Project on Forest & Biodiversity Conservation- Phase II**  
**Assam Project on Forest & Biodiversity Conservation Society (APFBCS)**  
Aranya Bhawan, Panjabari, Guwahati- 781037; Website: [www.apfbcn.nic.in](http://www.apfbcn.nic.in); Email: [pd@apfbcn.in](mailto:pd@apfbcn.in)

**Request for Quotation (RFQ) for**  
**Hiring of Agency for Providing Microsatellite Fragment Analysis and DNA Sequencing Services**  
(IFB No. APFBC/PMU/Phase-II/WLC/2025/376/Pt-I/26 dated 11<sup>th</sup> July)

The Assam Project on Forest and Biodiversity Conservation Society (APFBCS) has received funds from Agence Française de Développement ("AFD") towards the cost of "Assam Project on Forest and Biodiversity Conservation-Phase II". The Project Director, APFBCS, invites quotations from eligible bidders for '**Hiring of Agency for providing Microsatellite Fragment Analysis and DNA Sequencing Services**' under the project. The detailed RFQ document, including the scope of work, eligibility criteria, terms and conditions, and other relevant information, is available on the official website: [www.apfbcn.nic.in](http://www.apfbcn.nic.in). The last date for submission of quotations is **1<sup>st</sup> August 2025 till 02:00 PM**. For further details or clarification, interested bidders may contact the address provided on the website during office hours.

Sd/-  
Project Director  
PMU, APFBC Society

**Government of Assam**  
**AFD financed**  
**Assam Project on Forest & Biodiversity Conservation- Phase II**  
**Assam Project on Forest & Biodiversity Conservation Society (APFBCS)**

Aranya Bhawan, Panjabari, Guwahati- 781037; Website: [www.apfbcn.nic.in](http://www.apfbcn.nic.in); Email: [pd@apfbcn.in](mailto:pd@apfbcn.in) ;

**No. APFBC/PMU/Phase-II/WLC/2025/376/Pt-I/26-A**

**Dated 11<sup>th</sup> July 2025**

**REQUEST FOR QUOTATION**  
**Detailed Procurement Notice**

1. The Assam Project on Forest and Biodiversity Conservation Society (APFBCS) has received funds from Agence Française de Développement ("AFD") towards the cost of "Assam Project on Forest and Biodiversity Conservation- Phase II", and intends to apply part of the proceeds of this credit to eligible payments under the contract, for which this Request for Quotation is issued.
2. The Project Director, PMU, APFBCS invites sealed quotations from eligible bidders in a 2-bid format (technical and financial) contained in a single envelope for the following work-

Brief Description of the Work	Period of Completion
Hiring of Agency for providing Microsatellite Fragment Analysis and DNA Sequencing Services.	Three(03) months from the date of issue of the work order

3. The Bidders shall be required to submit quotations for all the services.
4. This Procurement notice includes the terms and conditions applicable to submission of quotations; criteria for qualification, evaluation, and for award of work order(s); and relevant forms to be filled by the bidders.
5. Interested eligible Bidders may obtain further information from and inspect the bidding Document at the office of the Project Director, PMU, APFBCS, Aranya Bhawan, Panjabari, Guwahati – 781037 (Assam), Telephone:+91-361-2733917, Email: [pd@apfbcn.in](mailto:pd@apfbcn.in) ; Website: [www.apfbcn.nic.in](http://www.apfbcn.nic.in)
6. Both the Technical and Financial parts of the quotation must be submitted no later than 14:00 hours on **1<sup>st</sup> August 2025** and must be accompanied by a Bid Security of **Rs. 26,000/-**. Any quotation or modification received after the deadline will not be considered and shall be returned unopened.
7. The sealed envelope should be super scribed as "Hiring of Agency for providing Microsatellite Fragment Analysis and DNA Sequencing Services"; "Not to be opened before **1<sup>st</sup> August 2025** at 14.30 hours".
8. The technical part of quotations will be opened publicly on the same day i.e. **1<sup>st</sup> August 2025** at 14.30 hours in presence of the bidders or their representatives who choose to attend at the office of the undersigned. If the office happens to be closed on the date of opening of the quotations as specified, the technical part of quotations will be opened on the next working day at the same time. The Financial part of quotations shall remain unopened, until the subsequent opening, following the evaluation of the Technical part of quotations.
9. The PD, APFBC Society shall not be held liable for any delay in the receipt of bids.

**Sd/-**  
**Project Director**  
**PMU, APFBC Society**

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## **PART 1 – Request for Quotation**

# Section I – Instructions to Bidders

RFQ Reference No.: APFBC/PMU/Phase-II/WLC/2025/376/Pt-I/26

Date of issue: 11/07/2025

Country: India

**Name of the Work: Hiring of Agency for Providing Microsatellite Fragment Analysis and DNA Sequencing Services.**

## 1. Request for Quotation (RFQ)

The Assam Project on Forest and Biodiversity Conservation Society (APFBCS) has received financing from the Agence Française de Développement (AFD) to finance the cost of the Assam Project on Forest and Biodiversity Conservation Phase-II. The Project Director, APFBC Society intends to apply a portion of the funds to eligible payments under the contract for which this Request for Quotation (RFQ) is issued.

The Project Director, APFBC Society, **hereby invites quotations from reputed and experienced agencies** for the non-consultancy work 'Hiring of an agency to provide Microsatellite Fragment Analysis and DNA Sequencing Services' under the project. For further details on the services required, please refer to Section III – Purchaser's Requirements.

## 2. Eligibility, conflict of interest and fraudulent practices

AFD requires compliance with its rules and conditions regarding eligibility, fraudulent practices, conflicts of interest and social and environmental responsibility, as specified in Appendix A – Corrupt and Fraudulent Practices Policy and Social and Environmental Responsibility of Section V – Appendixes to the Conditions of the Contract, and the Statement of Integrity, Eligibility and Social and Environmental Responsibility as an appendix to the Quotation Submission Form.

The Service provider must sign the Statement of Integrity, Eligibility and Social and Environmental Responsibility annexed to the Quotation Submission Form and undertakes to respect and abide by its content.

In further pursuance of this policy, Service providers to permit the AFD to inspect all accounts, records and other documents relating to the submission of the application, bid or quotation submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the AFD.

## 3. Performance Security

The successful Service Provider shall furnish the Performance Security as described in Section IV – Conditions of the Contract and in accordance with the form provided in Section V – Appendixes to the Conditions of the Contract, Appendix D.

## 4. Validity of Quotations

The validity period of the Quotation shall be 90 days.

In exceptional circumstances, prior to the expiration of the validity period of the Quotation, the Purchaser may request Service Providers to extend the validity period of their respective Quotations. The request and the responses shall be made in writing. A Service Provider may refuse to extend the validity of the Quotation. A Service Provider responding positively to the request shall not be required or permitted to modify its Quotation.

## 5. Price : Prices shall be quoted as follows:

- a) The contract shall cover the full scope of the service as specified in the Price schedule Form. Any corrections, if necessary, should be made by editing the information prior to quotation submission.
- b) All duties, taxes, and other applicable levies related to the provision of the service shall be excluded in the total price.

- c) GST and any other taxes applicable to the service at the time of invoicing shall be shown separately. Bids that merely state taxes as 'extra' without specifying the amount are liable to be rejected. Where such taxes are not shown separately, they will be deemed to be included in the quoted price.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- e) The Prices shall be quoted in Indian Rupees only.

## 6. Clarifications

Any request for clarification regarding this RFQ shall be sent in writing to *office of the Project Director, PMU, APFBCS, Aranya Bhawan, Panjabari, Guwahati - 781037 (Assam), Email: [pd@apfbc.in](mailto:pd@apfbc.in)* no later than **5:00 pm on 18<sup>th</sup> July, 2025**. The Purchaser will send out its response to all Service providers, including a description of the subject of the request for clarification, without identifying the inquirer.

## 7. Confidentiality

Information relating to the examination, evaluation, and comparison of the quotations, or recommendation of contract award, shall not be disclosed to Service provider or any other persons not officially involved in the RFQ procedure until information on Contract Award is communicated to all Service providers in accordance with Article 14 hereunder.

Any attempt by a Service provider to influence the Purchaser in the examination, evaluation, and comparison of the quotations, and qualification of the service providers, or contract award decision may result in the rejection of its Quotation.

Notwithstanding the provisions of the preceding paragraph, from the time of bid opening to the time of Contract Award, if any Service provider wishes to contact the Purchaser on any matter related to the RFQ process, it shall do so in writing.

## 8. Bid Security

- a) The bidder shall furnish, as part of their bid, a bid security of **Rs. 0.26 Lakh** for this particular work. The bid security shall be in favor of the 'Assam Project on Forest and Biodiversity Conservation Society Phase II,' payable at Guwahati, Assam, in one of the following forms:
  - i. Demand Draft/Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Nationalized/Schedule Bank in India; or
  - ii. Bank Guarantee issued by a Nationalized/Schedule Bank in India.
- b) The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the bid.
- c) Any bid not accompanied by an acceptable Bid security shall be rejected by the Employer as non-responsive.
- d) Unless there is any challenge on the bid/bid process in any court of law, the Bid security of unsuccessful bidders will be returned within 28 days of the end of the validity period.
- e) The bid Security of the Successful Bidder will be discharged when the bidder has signed the Agreement and furnished the Performance Security.
- f) The Bid security shall be forfeited
  - i. If the Bidder withdraws the Bid after Bid Opening during the period of Bid Validity;
  - ii. If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 13.3; or
  - iii. In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - Sign the Agreement;
    - Or furnish the required Performance Security.

## 9. Preparation of Quotations

The Service provider shall bear all costs associated with the preparation and submission of its quotation, and the Purchaser shall not be responsible nor liable for those costs, regardless of the conduct or outcome of the RFQ process. The Quotation shall comprise two Parts, namely the Technical Part and the Financial Part. Both Parts shall be submitted simultaneously.

**The Technical Part of Quotation shall comprise the following:**

- a) The Quotation Submission Form-Technical, alongside a written confirmation authorizing the signatory of the Quotation to commit the Bidder;
- b) The Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed in accordance with the provisions of Article 2 and the form provided in Section II – Quotation Forms;
- c) RFQ document Sealed & Signed by the authorized bidder
- d) Bid Security;
- e) Complete address and contact details of the Bidder with the following information:
  - i. Name of Firm:
  - ii. Address for communication:
  - iii. Telephone No(s):
  - iv. Office
  - iv. Mobile No.:
  - v. E-mail ID:
- f) Evidence in accordance with Clause 12 establishing Bidder's qualifications to perform the contract, if its quotation is accepted;
- g) Undertaking for Compliance with Technical Specifications for Tendered service (on pages 21), with declaration signed and sealed by authorized representative of the bidder.

The Technical Part of Bid shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part of Bid, the Bid shall be declared non-responsive.

**The Financial Part of Quotation shall comprise the following**

- a) Letter of Quotation- Financial Part
- b) Price Schedule.

**10. Submission of Quotations:**

- a) Bidders may submit their bids either by post, by hand, or by depositing them in the tender box specifically designated for this purpose and placed at the office of the Purchaser. Each bid shall consist of two sets: the original and a copy. These must be placed in separate sealed envelopes clearly marked as "ORIGINAL" and "COPY" respectively.

Each of these (original and copy) shall further comprise two separate sealed envelopes: one containing the Technical Bid and the other containing the Financial Bid. The Technical Bid shall include all required technical documents, while the Financial Bid shall include the duly completed Letter of Bid- Financial Part and the Price Schedule.

All these inner envelopes shall then be placed in a single sealed outer envelope.

The inner and outer envelopes must bear the following information:

- i. The name and complete address of the Bidder, including mobile number, telephone number, and email address;
- ii. The complete postal address of the Purchaser;
- iii. The specific identification mark/Bid Reference Number and subject matter of the procurement;



- iv. A clear warning stating: "DO NOT OPEN BEFORE [insert date and time of bid opening as per the RFQ Document]".

Failure to seal and mark the envelopes as required may result in misplacement or premature opening of the bid. In such cases, the Tender Inviting Authority shall not be held responsible for any consequences arising there from.

- b) The deadline for **submission of Quotations** is **1<sup>st</sup> August, 2025**.

## 11. Opening of Quotations

Quotations (Technical) will be opened by the Purchaser's representatives after the deadline for submission of Quotations.

The opening session of the Quotations will take place at the following address, date and time:

Address: **Wildlife Conference Hall, 2<sup>nd</sup> Floor, Aranya Bhawan, Panjabari, Guwahati - 781037 (Assam)**

Date: **1<sup>st</sup> August 2025**.

Time: 14:30 Hours IST

**No minimum number of Quotations received is required in order to proceed with the opening session.**

**12. Qualification Criteria:** to qualify for the award of the contract, the bidder should have-

- i. The bidder must be a legally registered laboratory or scientific institution. *(Copy of Certificate of Incorporation/Registration issued by the Registrar of Companies, or Registration certificate of the scientific institution/laboratory (e.g., under Society Act, Trust Act, or any relevant authority to be submitted))*;
- ii. The bidder must have an average turnover of Rs. **26.00 Lakh** over the last three (3) financial years, i.e., FY: 2021-22, FY: 2022-23, and FY: 2023-24. (CA-certified copy of the Annual Turnover, along with the Profit & Loss Statements/Financial Statements for the last three financial years (i.e., FY 2021-22, FY 2022-23, and FY 2023-24));
- iii. The bidder must have experience in executing similar nature of work in the past three years i.e. FY: 2022-23, FY: 2023-24 and FY: 2024-25. (Attach copies of at least two work orders, each valued at a minimum of **Rs. 6.00 Lakh**, issued by a Government Department or Public Sector Undertaking (PSU) during the last three financial years (i.e., FY 2022-23, FY 2023-24, and FY 2024-25));
- iv. The agency must possess qualified personnel with relevant domain expertise, including but not limited to:
  - At least one (1) PhD-qualified scientist in Genetics, Molecular Biology, or Biotechnology with hands-on experience in DNA marker analysis.
  - Sufficient number of trained technical staff proficient in DNA extraction, PCR amplification, fragment analysis, and sequencing workflows.*(The bidder shall submit a self-declaration undertaking confirming the availability of the key personnel meeting the required qualifications and experience criteria.)*
- v. The bidder should not be under a declaration of ineligibility for corrupt or fraudulent practices or currently blacklisted by any Government department, PSU, or statutory authority in India. *(A self-declaration on the bidder's letterhead, signed by an authorized signatory, confirming the above, must be submitted along with the bid.)*
- vi. No contract undertaken by the bidder should have been terminated due to default or non-performance during the last three (3) years. *(A self-declaration on the bidder's letterhead, signed by an authorized signatory, confirming the above, must be submitted along with the bid.)*

## **13. Evaluation of Quotations**

### **13.1 Technical Evaluation of Quotations**

The Quotations will be evaluated to ensure compliance with Purchaser's Requirements, delivery and completion schedules, and any other requirement in the RFQ.

A substantially responsive Quotation is one that meets the requirements of the RFQ, 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 Services specified in the Contract; or
  - ii) Limit in any substantial way, inconsistent with the RFQ, the Purchaser's rights or the Service Providers's obligations under the proposed Contract; or
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive quotations.

The Purchaser shall examine the technical aspects of the quotation, in particular, to confirm that all requirements of Section III have been met without any material deviation or reservation, or omission. If a Quotation is not substantially responsive to the requirements of the RFQ, it shall be rejected by the Purchaser.

### **13.2 Financial Evaluation of Quotations**

- a) The financial bids will be opened on the specified date and time by the Employer's Evaluation Committee, in the presence of representatives of those bidders who have qualified in the technical evaluation.
- b) The committee shall examine and confirm that Letter of Quotation - Financial Part and Price Schedule are in accordance with the requirements specified in the RFQ document. If any of these documents or information is missing, the offer shall be rejected.
- c) The evaluation shall be based on the total price of the service, excluding GST and any other applicable taxes, payable at the time of invoicing for the completed service, as accepted by the client.

### **13.3 Price of the Quotation**

The price evaluation shall not take into account VAT, GST, or any similar taxes levied in connection with the provision of services.

The lowest evaluated price will be determined after correcting any arithmetic errors, if applicable. When a Quotation is substantially compliant with the provisions of the RFQ, the Purchaser shall correct the arithmetic errors on the following basis:

- a) If there is a contradiction between the unit price and the total price obtained by multiplying the unit price by the corresponding quantity, the unit price shall prevail and the total price shall be rectified, unless, in the opinion of the Purchaser, the decimal point of the unit price is clearly misplaced, in which case the total price indicated will prevail and the unit price will be adjusted;
- b) If the total obtained by adding or subtracting the sub-totals is not accurate, the sub-totals will be deemed valid and the total will be corrected; and
- c) If there is a contradiction between the amount indicated in letters and the amount indicated in figures, the amount in letters shall prevail, unless that amount has been the object of an arithmetic error, in which case, for contracts based on unit prices, the amount in figures shall prevail providing paragraphs a) and b) above.

The Service provider shall be obliged to accept corrections of arithmetic errors made. In case of refusal of the corrections made, its Quotation will be rejected.

If the Quotation proposing the lowest price is significantly lower than the Purchaser's estimate, the Purchaser reserves the right to declare the Quotation non-compliant and reject it.

### **13.4 Evaluation**

Quotation will be evaluated as a whole. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation however, and provided that the Quotation is substantially responsive, the highest price of the item quoted by substantially responsive Service Providers will be added to the Quoted Price and the equivalent total cost of the Quotation so determined will be used for price comparison.

### **14. Contract Award**

The contract will be awarded to the Service Provider(s) who:

- (a) is eligible under Article 2,
- (b) offers the lowest evaluated price,
- (c) provides a technically compliant Quotation, and
- (d) Guarantees delivery in accordance with the delivery period defined in Section III – Purchaser's Requirements.

And has been evaluated in accordance with the evaluation methodology specified in Article 13 above.

Upon notification of Contract Award, the Purchaser reserves the right to increase or decrease the quantity of services originally specified in Section III – Purchaser's Requirements, without any modification of the unit prices or other conditions of the Quotation and the RFQ.

Before the expiration of the validity period of the Quotation, the Purchaser shall notify the successful Service Provider that its Quotation has been accepted. The notification letter (in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the service provider in consideration of the execution of services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

At the same time, the Purchaser shall also notify all other Service Providers of the results of the Request for Quotations.

Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

The Purchaser shall promptly respond in writing to any unsuccessful Service provider who, after notification of award, requests in writing the grounds on which its Quotation was not selected.

Promptly after notification, the Purchaser shall send the successful Service provider the Contract Agreement.

**Sd/-**  
**Project Director**  
**PMU, APFBC Society**

SECTION II – QUOTATION FORMS  
Quotation Submission Form-Technical Part

*[The SP shall prepare this Quotation Submission Form on a Letterhead paper specifying the SP's name and address]*

Date: \_\_\_\_\_

RFQ No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

1. We, the undersigned, hereby submit our Quotation in two parts, namely:
  - a) Technical Part; and
  - b) Financial Part
2. In submitting our Quotation, we make the following declarations:
  - (a) We have examined and have no reservations to the Request for Quotation documentation;
  - (b) Our Quotation shall be valid for a period of 90 (Ninety) days from the quotation submission deadline in accordance with the RFQ; and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - (c) If our Quotation is accepted, we undertake to obtain a performance security;
  - (d) We understand that this Quotation, together with your written acceptance of such Quotation thereof included in the Notification of Contract Award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
  - (e) We understand and accept that the Purchaser reserves the right to annul the RFQ process and reject all Quotations at any time prior to Contract Award, without thereby incurring any liability to Service Providers; and
  - (f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraudulent practices.

Name of the Service provider \_\_\_\_\_

Name of the person duly authorized to sign the Quotation on behalf of the Service provider \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

SECTION II – QUOTATION FORMS  
Quotation Submission Form-Financial

*[The SP shall prepare this Quotation Submission Form on a Letterhead paper specifying the SP's name and address]*

Date: \_\_\_\_\_

RFQ No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, hereby submit the second part of our Quotation, the Financial Part. In submitting our Financial Part we make the following additional declarations:

(a) We offer to provide in accordance with the RFQ and the delivery schedule specified in the Purchaser's Requirements, the following Service): \_\_\_\_\_

\_\_\_\_\_;

(b) The total price of our Quotation is: \_\_\_\_\_

(Rupess.....  
.....)

Name of the Service Provider \_\_\_\_\_

Name of the person duly authorized to sign the Quotation on behalf of the Service Provider \_\_\_\_\_

Title : \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Appendix to the Quotation  
Submission Form

**Statement of Integrity, Eligibility and Social and Environmental Responsibility**

Name of the Quotation: \_\_\_\_\_ (The "**Contract**")

To: \_\_\_\_\_ (The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2) Having been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
  - 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5) In the case of procurement of goods, works or plants:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
  - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
  - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial

mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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<sup>1</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.



**PRICE SCHEDULE**

**For Non-consultancy Service to be provided by the service provider**

1	2	3	4	5	6
Sl.	Description of Services	Delivery Date	Quantity and physical unit (No. of units)	Unit price	Total Price per line item (excluding taxes) (Col. 4x5)
<i>[insert Item number]</i>	<i>[Insert identification of the item]</i>	<i>[insert delivery date offered]</i>	<i>[insert quantity and unit of measurement]</i>	<i>[insert unit price]</i>	<i>[insert total cost per item]</i>
1.	Microsatellite fragment analysis of PCR products in 96-well plates (using DS-33 dye set)		40 (Per 96-well plate) no.		
2.	DNA sequencing of PCR products (up to 700 bp) using forward and reverse primers, including purification		300 (Per sample) no.		
Total Cost in Rs.					
Taxes in Rs.					
Total Price including Taxes in Rs.					

*(Note: The lowest evaluated responsive bidder shall be decided on the total amount quoted exclusive of GST and other taxes as applicable)*

Name of the Service Provider: *[insert full name of the Service Provider]*

Signature of the duly authorized person: *[insert signature]*

Date: *[insert date]*

## **PART TWO – SUPPLY REQUIREMENTS**

### SECTION III – PURCHASER’S REQUIREMENTS

#### 1. Delivery Schedule

Sl.	Description of Service	Quantity	Physical unit	Place of Delivery	Delivery period from Date of contract signing
1	Hiring of Agency for providing Microsatellite Fragment Analysis and DNA Sequencing Services.	1	No.	<p>Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society (APFBCS)</p> <p>Address: Aranya Bhawan, Panjabari, Guwahati – 781037 (Assam), India, Telephone: +91-361-2733917, Email: <a href="mailto:pd@apfbcs.in">pd@apfbcs.in</a> /</p> <p>Aaranyak, 12, Kanaklata Path in Lachit Path, Ajanta Path, Survey, Beltola, Guwahati- 781028</p> <p>Email: <a href="mailto:udayan@aaranyak.org">udayan@aaranyak.org</a>; <a href="mailto:nipankumar@aaranyak.org">nipankumar@aaranyak.org</a>.</p>	3 months

## **2. Scope of Service**

### **Microsatellite fragment analysis and DNA sequencing Service**

#### **I. Scope of the Assignment:**

1. Microsatellite fragment analysis of PCR products provided by the client. PCR products will be generated using fluorescent primers containing Applied Biosystems DS-33 dye set. The work will include total of 40 numbers of 96-well PCR plates containing PCR products to be sent by the client.
2. DNA sequencing of PCR products of up to 700 base pair inland using both forward and reverse primers will be required. The work will include total of 300 numbers of PCR products to be sent by the client.

#### **II. Tasks to be achieved**

1. Carry out fragment analysis of microsatellite PCR products and DNA sequencing of PCR products provided by the client.
2. Pickup of microsatellite and DNA sequencing PCR products from an address within Guwahati to be designated by the client.
3. Microsatellite fragment analysis needs to be performed on PCR products in 96-well PCR plates generated using fluorescent primers consisting of DS-33 dye set, using compatible equipment for capillary electrophoresis.
4. For DNA sequencing, necessary processing and clean-up of the PCR products will be required.
5. DNA sequences need to be generated using both forward and reverse primers for PCR products of up to 700 base pair in length.
6. Provide machine generated electrophoretogram data for microsatellite genotyping and DNA sequencing to the client. For microsatellite genotyping allele calling service is not required as part of the assignment.
7. Provide necessary feedback to the client on the quality of the data generated for both microsatellite fragment analysis and DNA sequencing based on standard quality criteria.

#### **III. Expected Outputs:**

1. Raw electrophoretogram data in appropriate format for both microsatellite genotyping and DNA sequencing. (Example: For Genotyping- .f5a; For sequencing: .ab1, .f5ta, .pdf)

#### **IV. Duration of the assignment:**

The total duration of the task will be three (03) months.

#### **V. Services/Inputs to be provided by the client:**

1. For microsatellite genotyping the client shall provide PCR products generated using fluorescent primers using DS-33 dye set in 96 well PCR plates.
2. For DNA sequencing the client shall provide unpurified PCR products along with both forward and reverse primers in appropriate volume.
3. The client shall carry out microsatellite allele calling based on electrophoretogram data provided by the service provider.
4. The client shall carry out contig assembly and necessary editing of DNA sequences based on electrophoretogram data provided by the service provider.

#### **VI. Reporting Requirements and Time Schedule for Deliverables:**

1. Raw electrocardiogram data for both microsatellite genotyping and DNA sequencing to be provided to the client through email.
2. Time schedule for delivery of the data will be within 2 weeks off receiving each batch of PCR products.

**Undertaking / Declaration by the Bidder**

*[The SP shall prepare this undertaking on a Letterhead paper specifying the SP's name and address]*

I/We, [Bidder Name], hereby undertake that we have reviewed the tender requirements and confirm our commitment to providing Microsatellite Fragment Analysis and DNA Sequencing Services in full compliance with the technical specifications and quality standards stated.

We assure that all methods, equipment, and deliverables will meet or exceed the required standards. Any non-compliant or defective results will be rectified or repeated at no extra cost, within the agreed timelines.

We understand that failure to comply with the tender requirements may result in rejection of our bid or cancellation of the contract.

Seal and Signature:

[Authorized Signatory Name]

[Designation]

[Firm/Service Provider Name]

[Date]

### **3. Drawings**

This Request for Quotation includes the following drawings: Not Applicable

## **4. Inspections and Testing**

The following inspections and tests shall be performed: *Not Applicable*

## **PART THREE – Contract**



## Section IV – Conditions of the Contract

<b>1. Definitions</b>	<p>1.1 The following terms and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>(a) “AFD” means the Agence Française de Développement;</li> <li>(b) “CC” means the Conditions of the Contract.</li> <li>(c) “Completion” means the fulfillment of the Related Services, as applicable, by the Service Provider and in accordance with the terms and conditions set forth in the Contract.</li> <li>(d) «Contract» means the Contract Agreement entered into between the Purchaser and the Service provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li> <li>(e) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>(f) “Contract Price” means the price payable to the Service provider as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</li> <li>(g) “Country of Delivery” is the country <b>identified in Article 2 of the CC.</b></li> <li>(h) “Day” means calendar day.</li> <li>(i) “Non-Consulting Services” means all services other than Consulting Services that are required to be performed by the Service Provider under the Contract. These services are typically bid and contracted on the basis of measurable performance outputs, for which clear and consistent performance standards can be applied. Such services may include, but are not limited to, laboratory analyses, technical operations, data collection, and other similar operational activities etc.</li> <li>(j) “Party” means the Purchaser or the Service Provider, as the context requires, and “Parties” means both of them.</li> <li>(k) “Place of Destination” is the location <b>identified in Article 2 of the CC.</b></li> <li>(l) “Purchaser” means the entity purchasing the Goods and Related Services, as applicable, <b>as specified in Article 2 of the CC.</b></li> <li>(m) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Service Provider under the Contract.</li> <li>(n) “Subcontractor” means any natural person, private or state entity, or any combination of the above, to whom any part of the Goods or Related Services is subcontracted by the Service Provider.</li> <li>(o) “Service provider” means any natural person, private or public entity or any combination thereof, whose offer has been accepted by the Purchaser and which is designated as such in the Contract Agreement.</li> </ul>
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<b>2. Purchaser, Country of Delivery, Place of Destination</b>	<p><b>2.1</b> The Purchaser is: <b>Assam Project on Forest and Biodiversity Conservation Society (APFBCS)</b></p> <p><b>2.2</b> The Country of Delivery is: India</p> <p><b>2.3</b> The Place(s) of Delivery: <i>Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society (APFBCS)</i>  <i>Address: Aranya Bhawan, Panjabari, Guwahati – 781037 (Assam), India, Telephone: +91-361-2733917, Email: <a href="mailto:pd@apfbc.in">pd@apfbc.in</a> /</i>  <i>Aaranyak, 12, Kanaklata Path in Lachit Path, Ajanta Path, Survey, Beltola, Guwahati- 781028</i>  <i>Email: <a href="mailto:udayan@aaranyak.org">udayan@aaranyak.org</a> ; <a href="mailto:nipankumar@aaranyak.org">nipankumar@aaranyak.org</a> .</i></p>
<b>3. Notices and addresses for Notices</b>	<p><b>3.1.</b> Any Notice given by one Party to another under the Contract must be in writing and communicated via the fastest available mean, i.e. e-mail with acknowledgment of receipt.</p> <p><b><u>Address for Notice to Purchaser:</u></b></p> <p><i>Project Director, Project Management Unit, Assam Project on Forest and Biodiversity Conservation Society (APFBCS)</i>  <i>Address: Aranya Bhawan, Panjabari, Guwahati – 781037 (Assam), India, Telephone: +91-361-2733917, Email address: <a href="mailto:pd@apfbc.in">pd@apfbc.in</a></i></p> <p><b><u>Address for Notice to Service Provider:</u></b></p> <p><i>[insert name of agent authorized to receive notifications]</i>  <i>[title/position]</i>  <i>[department/unit]</i>  <i>[address]</i>  <b><u>[E-mail Address]</u></b></p>
<b>4. Governing law</b>	<p><b>4.1</b> The Contract shall be governed by and interpreted in accordance with the laws of <b>India</b>.</p>
<b>5. Settlement of Disputes</b>	<p><b>5.1</b> In the case of a dispute between the Purchaser and a Service Provider who is a national of the Purchase's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
<b>6. Shipment and other documents to be provided</b>	<p><b>6.1.</b> Delivery of the Services, if any, must comply with the Purchaser's Requirements.</p> <p>Details on deliverables and other documents to be provided by the Service Provider are as follows:</p> <ul style="list-style-type: none"> <li>i. Copies of the Service Provider's invoice showing Service' description, quantity, unit price, and total amount;</li> <li>ii. Inspection certificate, issued by the nominated inspection agency,</li> </ul> <p>The above documents must be sent to the Purchaser at the time of service completion. They shall be received by the Purchaser at least one week before the final acceptance of the Services and if the documents are not received before the arrival of the acceptance, the Service Provider will be responsible for the expenses resulting therefrom.</p>

<b>7. Contract Price</b>	<p>7.1. The Contract Price is:___ <b>tax excl.</b><i>[insert amount excluding customs duties, VAT and other taxes due in the Country of Delivery, and currency]</i> and the amount of customs duties, VAT and other taxes due in the Country of Delivery is ___ <i>[insert amount of duties and taxes, and currency]</i>.</p> <p>7.2. The unit prices of Services supplied/performed under the Contract shall not be different from the prices offered by the Service provider and accepted by the Purchaser.</p>
<b>8. Terms of Payment</b>	<p>8.1 Payment shall be made after satisfactory delivery of services and certified by the concerned officer of the APFBC Society.</p> <p>8.3 All payments to the successful bidder shall be made by Account Transfer only.</p> <p>8.3 All taxes (including GST, etc.) shall be dealt with as per the Govt. laws</p> <p>8.4 No advance payment shall be made.</p>
<b>9. Taxes and Duties</b>	<p>9.1. The Service Provider shall be solely responsible for the payment of all applicable taxes, duties, levies, and statutory charges imposed under the laws of the Purchaser's Country in connection with the performance of this Contract.</p> <p>9.2. All prices quoted by the Service Provider shall be exclusive of applicable Goods and Services Tax (GST) or any other statutory taxes and duties, unless otherwise specified in the Contract.</p> <p>9.3. Applicable taxes must be indicated separately in the financial bid and shall be paid at prevailing rates at the time of invoicing.</p> <p>9.4. The Purchaser shall deduct Tax Deducted at Source (TDS) or any other applicable withholding taxes at the prevailing rates as per the provisions of applicable tax laws. A TDS certificate shall be issued to the Service Provider as proof of such deduction.</p> <p>9.5. If the services to be provided under this Contract are exempt from any tax or eligible for concessional tax treatment, the Purchaser shall, upon request and in accordance with applicable law, provide the Service Provider with the necessary exemption certificate(s) or supporting documents to enable the Service Provider to claim such benefits.</p> <p>9.6. The Service Provider shall ensure full compliance with all applicable tax regulations, including timely filing of tax returns, remittance of taxes, and maintenance of records as required under the law.</p>
<b>10. Performance Security</b>	<p>10.1 The Service Provider shall, within 7 days of the Notification of Contract Award; the Service Provider will provide a Performance Security.</p> <p>10.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.</p> <p>10.3 The amount of the Performance Security shall be <b>5 % of the Contract Price</b>, denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form provided in Appendix D of this Contract.</p> <p>10.4 The Performance Security shall be discharged by the Purchaser and returned to the Service Provider no later than twenty-eight (28) days following the date of completion of the Service Provider's obligations under the Contract.</p>

<b>11. Spécifications and Standards</b>	<p>11.1 The Services, and Related Deliverables if applicable, provided under this Contract shall conform to the technical specifications and standards mentioned in the Purchaser's Requirements. When no applicable standard is mentioned, the applied standard shall comply with, at least, the official standards whose application is appropriate in the Country of Delivery of the Services, or the place where Related Deliverables shall be provided, if applicable.</p>
<b>12. Documentation and Delivery of Outputs</b>	<p>12.1 The Service Provider shall provide the following expected outputs:</p> <p>Raw electrophoretogram data from microsatellite genotyping (fragment analysis) and DNA sequencing. (Example: For Genotyping- .fsa; For sequencing: .ab1,. Fsta, .pdf)</p> <p>12.2 All data shall be transmitted securely and electronically to the Purchaser via email or other approved digital means. The files shall be clearly labeled to include:</p> <ul style="list-style-type: none"> <li>• Project/Contract reference</li> <li>• Sample ID or batch number</li> <li>• Date of analysis</li> <li>• Type of data (e.g., genotyping or sequencing)</li> </ul> <p>12.3 The Service Provider shall submit the raw data within two (2) weeks from the date of receipt of each batch of PCR products from the Purchaser.</p>
<b>13. Delivery Date and Completion Date</b>	<p>13.1 The Delivery Date of the services shall be: 3 months from the date of contract signing.</p>
<b>14. Liquidated damages</b>	<p>14.1 The liquidated damage shall be <i>0.5%</i> of the price of the delayed Services, for each day until delivery or Completion.</p> <p>The maximum amount of liquidated damages shall be <i>10%</i> of the Contract Price. Once the maximum amount is reached, the Purchaser may terminate the Contract under Article 20 of the CC.</p>
<b>15. Data Ownership and Usage Rights</b>	<p>15.1 All raw data, processed data, reports, and deliverables generated under this Contract shall be the sole property of the Purchaser.</p> <p>15.2 The Service Provider shall provide the Purchaser with unrestricted rights to use, reproduce, publish, and distribute the data and reports for any purpose.</p> <p>15.3 The Service Provider retains no rights over the data or deliverables once submitted to the Purchaser under this Contract.</p>
<b>16. Corrupt and Fraudulent practices</b>	<p>16.1 AFD requires compliance by the Parties with its policy in regard to corrupt and fraudulent practices, as set forth in Appendix A to the Conditions of the Contract.</p>
<b>17. Inspections and Audit by the AFD</b>	<p>17.1 The Service Provider must keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and lots.</p> <p>17.2 The Service Provider shall permit, and shall cause its Subcontractors and consultants to permit, the AFD and/or persons appointed by the AFD to inspect the Service Provider's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the AFD if requested by the AFD.</p>

<b>18. Limitation of Liability</b>	<p>18.1 Except in cases of criminal negligence or willful misconduct:</p> <p>(a) Neither Party shall be liable to the other for any indirect or consequential loss or damage, loss of use, loss of production or loss of profit or financial costs, being understood that this exception does not apply to any of the Service Provider's obligations to pay liquidated damages to the Purchaser.</p> <p>(b) The aggregate liability of the Service Provider 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 Service Provider to indemnify the Purchaser with respect to patent infringement.</p>
<b>19. Force Majeure</b>	<p>19.1 The Service Provider shall not be liable for forfeiture of its Performance Security (if required), 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.</p> <p>19.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>19.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service Provider 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.</p> <p>19.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to find a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<b>20. Termination</b>	<p>20.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:</p> <p>(i) if the Service Provider fails to deliver Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser; or</p> <p>(ii) if the Service Provider fails to perform any other obligation under the Contract; or</p> <p>(iii) if the Service Provider, in the judgment of the Purchaser, has engaged in Fraudulent and Corrupt practices in contravention of Article 16.1 of the CC, at the stage of its selection or during the execution of the Contract.</p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such</p>

	<p>manner as it deems appropriate, Services if applicable similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar Services if applicable. However, the Service Provider shall continue performance of the Contract to the extent not terminated.</p> <p>20.2 Termination for Insolvency</p> <p>(a) The Purchaser may at any time terminate the Contract by giving notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p> <p>20.3 Termination for Convenience</p> <p>(a) The Purchaser, by notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Services that are complete and ready for submission within twenty-eight (28) days after the Service Provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining services, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Services if applicable and for other services previously procured by the Service Provider.</p>
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# **Section V – Appendixes to the Conditions of the Contract**

## **Appendix A – Corrupt and Fraudulent Practices Policy and Social and Environmental Responsibility**

### **1. Corrupt and Fraudulent Practices**

The Contracting Authority and the Service Providers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Suppliers, contractors, subcontractors, consultants or subconsultants permit the AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by the AFD.

The AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to the AFD to remedy the situation, including by failing to inform the AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
  - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
  - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies;

- Any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
  - Any other person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a private person means:
- The act of promising, offering or giving to any person other than a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or
  - The act by which any person other than a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
  - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
  - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## **2. Social and Environmental Responsibility**

In order to promote sustainable development, the AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.



## Appendix B – Form of Letter of Acceptance

*[Use Purchaser's letterhead]*

Date: \_\_\_\_\_

To: \_\_\_\_\_ *[name and address of successful Service Provider]*

Subject: **Notification of Contract Award No.** \_\_\_\_\_

The purpose of this letter is to notify that your Quotation dated *[date]* for the execution of *[name of the contract]* for the Contract Price of *[amount in numbers and letters, name of the currency]*, as corrected and modified in accordance with the Request for Quotation *[delete "corrected and" or "and amended" if only one of these measures applies. Delete "as corrected and modified in accordance with the Request for Quotation" if corrections or modifications have not been made]*, is hereby accepted by our services.

Please find enclosed herewith the Contract. You are requested to sign the Contract within *[insert number of days]*.

*[If applicable: You are requested to provide the Performance Security within \_\_\_\_\_ [insert number of days] in accordance with the Conditions of the Contract, using for that purpose the Performance Security form attached to the Contract.]*

Authorized Signature: \_\_\_\_\_

Name and title of the signatory on behalf of the Purchaser: \_\_\_\_\_

Name of the Purchaser: \_\_\_\_\_

## Appendix C – Form of Contract Agreement

THIS AGREEMENT, entered into on *[date]* day of *[month]* of *[year]*,

BETWEEN

- 1) *[insert Purchaser's full legal name]* having its principal place of business at *[insert Purchaser's full address]* (hereinafter referred to as the "Purchaser"), and
- 2) *[insert Service Provider's full legal name]* having its principal place of business at *[insert full address of Service Provider]* (hereinafter referred to as the "Service Provider");

WHEREAS the Purchaser launched a Request for Quotation for Services, namely *[insert a brief description of the Services]* and accepted a Quotation from the Service Provider for the delivery of such services, for the amount of *[insert contract price expressed in the currency(ies) of payment]* (hereinafter referred to as the "Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assign to them in the clauses of the Contract referred to.
2. The following documents shall be deemed to be form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) The Letter of Acceptance, addressed to the Service Provider by the Purchaser;
  - (b) The Quotation Submission Form (including the signed Statement of Integrity);
  - (c) Contract Conditions;
  - (d) Purchaser's Requirements (including the Delivery Schedule and Technical);
  - (e) The Price Schedules;
  - (f) Service Provider's Quotation; and
  - (g) Any other additional documents \_\_\_\_\_.
3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Service Provider, as set out below, the Service Provider hereby agrees with the Purchaser to perform the Services and to remedy any defects or deficiencies in such Services, in full conformity with the provisions of the Contract.
5. The Purchaser hereby agrees to pay to the Service Provider, in consideration of the provision of the Services, 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..

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert name of country whose legislation is applicable to the Contract]*, on the day and years mentioned below.

### **For and on behalf of the Purchaser:**

Signed by: \_\_\_\_\_  
*[insert name, title and signature of authorized representative]*

### **For and on behalf of the Service Provider:**

Signed by: \_\_\_\_\_  
*[insert name, title and signature of authorized representative]*

## Appendix D – Performance Security (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

**Contract No.:** \_\_\_\_\_ *[insert Purchaser's reference for the specific Contract]*

**Guarantor:** \_\_\_\_\_  
*[Insert name, address and SWIFT code of issuer, unless indicated in the letterhead]*

**Beneficiary:** \_\_\_\_\_ *[insert name and Address of Purchaser]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**Performance Guarantee No.:** \_\_\_\_\_ *[Insert guarantee reference number]*

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

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

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

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

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.

\_\_\_\_\_ *[signature(s)]*

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

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the contract amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."