

**Procurement Manual  
of  
Library Books and Journals including e-Journals**



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## **INTRODUCTION**

Library plays a crucial role in supporting the research & academic programmes of the institute. It identifies, evaluates, procures, processes and then makes these learning resources available to the faculty and students for their teaching and research. Library has always been striving hard to meet the expectations of its users however; there has been a long felt need to bring uniformity & symmetry in procurement procedure and practices of the library to improve its efficiency, utility and services.

In this direction Additional Secretary & Financial Advisor DARE/ICAR during the Interactive Meeting of Finance Officers of North Zone listened to the various problems expressed by the participants relating to procurement issues of Library resources viz., Foreign & Indian Journals (print as well as online) Books including e-books, Annual reviews, Monographs, subscription of CeRA (Consortium for e-resources in Agriculture) etc. It was further realised that there was no uniform procurement procedure adopted by the various Institutes of ICAR. The procurement issues become more complicated as the purchase of Library books & Journals are outside the purview of General Financial Rules as the same are not treated as Goods. Further, the Good Offices Committee (GOC) which is a voluntary organisation & federation of booksellers & publishers issued its guidelines however it is not binding on Government Organisations. The GOC guidelines protect the interests of booksellers & publishers. For public procurement of library resources these guidelines are not very helpful. In view of the above background, Council issued the office order and constituted a committee vide F No. FIN/22/26/2012-CDN (A&A) dated October 9, 2015 to look into the entire gamut of library procurement and submit an operational manual where in all the rules, regulations, procedures are clearly spelt out.

The draft manual has looked into the details of prevailing procurement practice of Library resources of Institutes of CSIR, ICMR, ICSEER various Central & state universities etc. and recommendations are made where the procurement of library resources is made in a most transparent, competitive & economical mode.

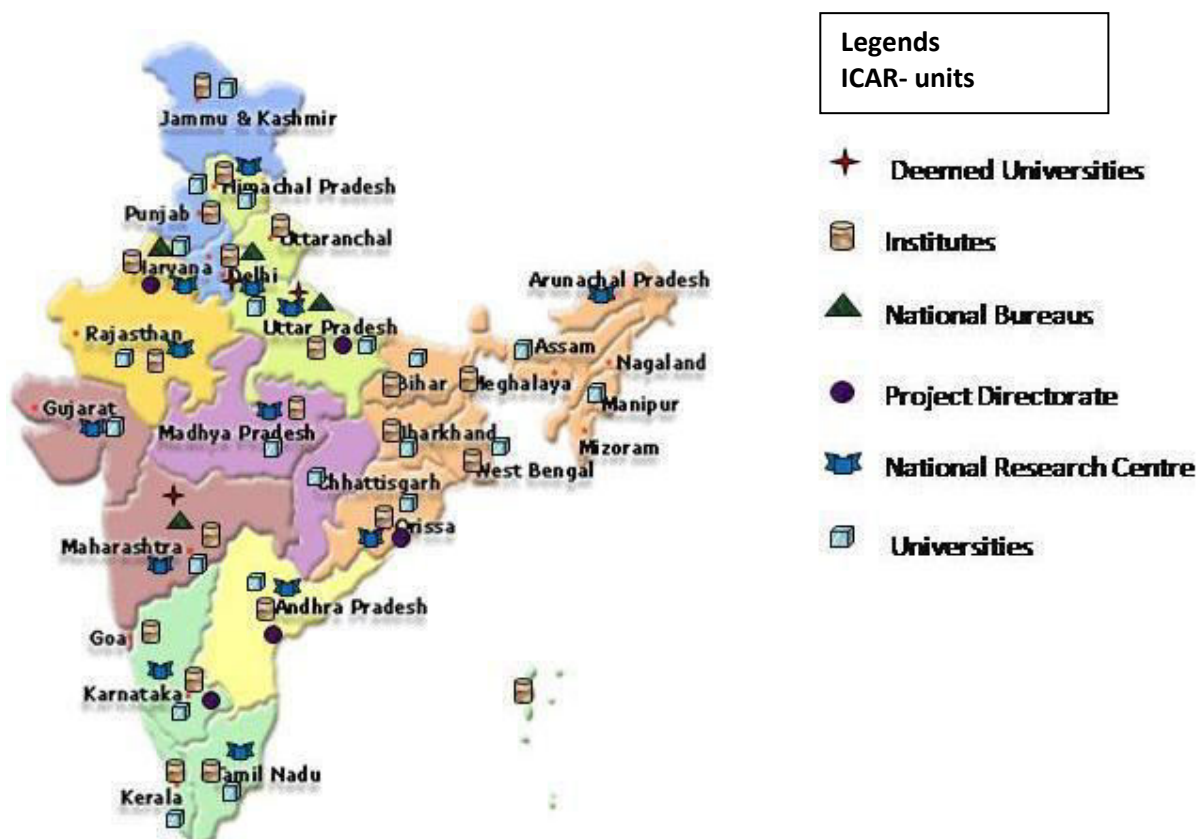
### **Library Manual:**

Library Procurement Manual is a tool kit for Library Management; Administration & Finance. It lists out all constituent units of ICAR their functions, procedures and policies within the library. It is a source that all concerned officers & staff will consult whenever there is any confusion about any function or procedure the preparation of them. Hence, this Manual will further go through a validation process before it is finally accepted as a policy document.

Terms of Reference:

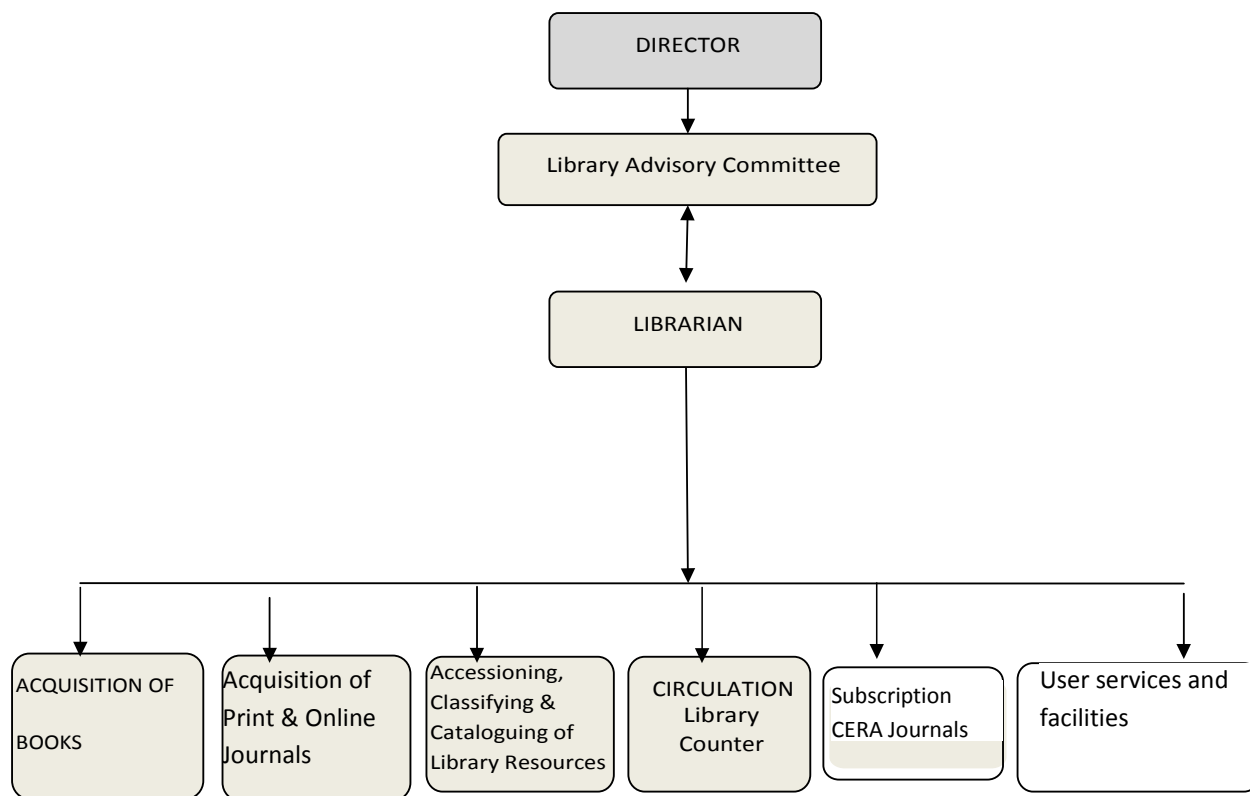
- To advise the management on matters of Uniform Procurement policy relating to purchase of Books, Scientific Journals in print form & online (Indian & Foreign, E-Resources,
- To advise the best procurement practise for online subscription of CeRA Journals in keeping with the international standards for ICAR Institutes & Agricultural Universities.

- To provide the template of Standard Bidding Documents for the procurement of the above Library Resources.
- To suggest ways and means to generate revenue from library resources.
- To formulate action plan for the development of library infrastructure, facilities, products and services.
- Any other function as assigned by Director/MC of the Institutes.



**Indian Council of Agricultural Research (Deemed Universities/Institutes/Bureaux/Directorates/NRCs)**

**ORGANISATION CHART**



## **1. Library Advisory Committee (LAC)**

The function of the Library Advisory Committee is to support the functioning of the library so that it can facilitate the library development plans by advocating the library development activities with the management. This to act as a channel of communication and dialogue between the Library System and its users. The Committee's main objective is to aid in the establishment of a bridge between the Library and the academic fraternity and the institute management. The Library Advisory Committee (LAC) is to be appointed by the Director of the Institution.

### **1.1 Composition**

The proposed composition of the Library Advisory Committee is as under:

- Director of the Institute: Chairman
- Members(4 to 7 from all the major disciplines)
- Member(I/c PME Cell)
- Member (Head of Finance)
- Member (Head of Administration)
- I/c Library Services (Member Secretary)
- All officers of the library shall participate in the meeting as invitees to provide required inputs.

### **1.2 Terms of Reference for LAC:**

- a) To consider policy matters regarding Library including the policy for procurement of books and journals and render advice to the Purchase Committee for Library procurements.
- b) To supervise the allocation and utilization of funds for different departments for purchase of books, journals& other library resources.
- c) To negotiate and approve subscriptions to online databases (e-journals, EBooks, CD ROMS)
- d) To monitor and evaluate, from time to time, trends and developments in information technologies, networking, library automation, library cooperation etc., and to direct the library in their adoption.
- e) To formulate action plan for the development of library human resource, infrastructure, facilities, products and services.
- f) To maintain liaison between Main Library and various Academic Departments for the purchase of networking of Departmental libraries with the Main Library.
- g) The LAC would meet at least once in three months to review the library affairs.

- h) The committee shall be reconstituted once in two years

## **. 2. Library Budget and Finances**

Library budget means the financial allocation to procure documents and provide access to the information resources.

### **2.1 Sources of Finance for Library**

The present annual library budget of the library has the following components:

- a) ICAR Plan & Non Plan Capital Grants.
- b) Consortium for e-Resources in Agriculture (CeRA) facilitating accessibility of Scientific Journals to all researchers & teachers in the 130 ICAR Institutes & Agricultural Universities.
- c) School/Centre Grants (PG School Grant of Deemed Universities and Sponsored Project Grants, etc)
- d) Trust/endowment Grants.
- e) Resources having no archival value like Annual Reports, Directories, Year Books, India Reference Annuals and those having no archival importance (such as ICAR news bulletin, Handbook of Deemed universities, Swami's Handbook, etc) may be Procured under Revenue.

## **3. Procurement of Learning Resources**

### **3.1 Procurement of Library Books, Annual Reviews & Monographs:**

Process and Approvals:

- A) Recommendation: Library Advisory Committee of the ICAR Unit can recommend the books to be procured for their academic courses (for deemed universities) and research.
- B) Indent Approval: All faculty/divisional indents will be routed through Library Advisory Committee.
- C) Ordering: The ordering can be done by Register post/ Speed post. The Purchase Order with standard terms and conditions. Will be issued by the Librarian

### **3.2 Empanelment of Vendors of Books through Open/ limited Tender (Depending on Value of Supply order of >25, 00,000/<25, 00,000)**

- a) As per two bid system, bidders are required to submit their response in two parts (Part A & Part B), clearly indicating the Tender No. & date. Firms not adhering to this will not be considered for further processing of their proposals.



- b) Part A of the Tender Document should contain covering letter, Bidder's Profile on the prescribed format and the requisite fee.
- c) Part B (Financial Bid) of the Tender Document should mention the flat discount rate offered by the bidder and should be duly signed and stamped by the bidder.
- d) The amount quoted by the bidder in the Financial Bid (Part B) shall mention all levies and taxes, packing, forwarding, freight and insurance in case of material to be supplied.
- e) The Tender Document shall be submitted by the vendor with seal and signature on every page. The bidders may keep a photocopy of the same for their own records.
- f) The Supplier must attach a list of Government Institutions to which they have supplied books in the last three years along with proof.
- g) Quotations received late, improperly sealed or with overwriting/corrections in the quotation document shall be rejected.
- h) The firm should submit a Bid Security (EMD) of 5% of the value of books or any flat equivalent amount fixed by ICAR Unit with their quotation in the form of a Demand draft. The offers without Bid Security shall be rejected. The Bid Security will be returned to all the unsuccessful firms after finalization of the empanelment procedure. EMD instrument is to be enclosed with Technical bid (Part A) only.
- i) The empanelled agencies will be required to enter into an Agreement with ICAR Unit by submitting an instrument of Agreement on a Non Judicial stamp paper of 100/-. Also, the firm shall have to deposit a bank guarantee of 10% of the value of supply order as the Performance Security. The Bank Guarantee Documents will be returned after the successful performance of the concerned firm during the contract period. However, in case of unsatisfactory service provided by the supplier, the Performance Security is liable to be forfeited.
- j) The initial period of Agreement will be one year extendable to a further period depending on the mutual agreement of the ICAR Unit and the agency with such modifications as may be felt necessary. However, during the period of agreement, there can be no change to the terms and conditions of the contract.
- k) Empanelment means just eligibility of a bookseller to receive order for supply of books if selected for purchase by the concerned officer of the ICAR Unit.
- l) The ICAR Unit may empanel more than one Supplier/Publisher and shall be free to purchase books and journals through any one or more of them. However, the act of empanelment shall not deprive the ICAR Unit of its right to purchase books and journals directly without routing them through the empanelled agencies.
- m) Discount rates offered by the firms shall not be linked with the quantum of the purchase order.

- n) The Supplier shall supply all the ordered books within the period (20 days for Indian Publication and 90 days for Foreign Publication) from the date as specified in the purchase order. If the supply is not received within the stipulated time, the ICAR Unit reserves the right to cancel either the entire order or part thereof without any further notice/reminder. In case, the supplier needs some more time for supply, he/she should seek in writing on sound grounds, further time from the concerned officer at least four days before supply date expires.
- o) All Books/Annual Reviews/ Monographs shall be supplied with an authentic price proof.
- p) The Supplier shall append the declaration on the bill that—
  - a. Only the latest editions of the books etc. have been supplied.
  - b. The actual prices of Publications have been charged without any handling/postage charges.
  - c. These are not remaindered titles/ damaged books with missing pages.
  - d. The Indian/Low priced editions of these publications (if foreign) are not available in India.
- q) Damaged books, books with missing pages shall have to accept back by the supplier even after they have been stamped for accessioning.
- r) Any Supplier found to have cheated by supplying old and remaindered books and defaulted in supplying books even on extended time limit without reasonable grounds, will be liable for blacklisting besides imposition of penalty to the tune ICAR Unit may deem fit.
- s) In case of cheating by charging more than actual Publisher's Price, the Firm can be punished by blacklisting/forfeiting the Performance Security deposit or both.
- t) The Good Offices Committee (GOC) rates should not be used for exchange rate assist is not a Government entity. On obtaining the proof of RBI/ nationalized bank exchange selling rates having prices in foreign currencies on the date of invoice for (a) books and other monographs, payment will be made against pre-receipted bills after the supply is made against the proper purchase orders issued by the ICAR Unit. Price Proof: Accepted Price Proof are :( Signed & Stamped by supplier) distributor's invoice to supplier, Printout from the Publisher's catalogue, Photocopy from Publisher Catalogue For some Indian publications, price mentioned on the title Alternatively, Library also cross verifies the prices from publisher's website. Such printouts verified and signed by library staff will be accepted as price proof.
- u) Downloaded forms should be accompanied with a DD of 500/- (Rupees Five Hundred Only) as cost of Tender Document and should be drawn from any nationalized bank favouring ICAR Unit This DD should not be merged with the DD for Bid Security.

- v) The ICAR Unit reserves the right to reject any or all Bids/Offer without assigning any reason or cancel the process at anytime.
- w) Exhibitions: Library may arrange for book exhibitions through publishers or their representatives or the empanelled suppliers. Institute will facilitate the exhibitions by providing the space, basic furniture, indent forms, etc. for obtaining book recommendations

### **3.3 Terms and conditions for Vendors**

- a. All books carry a discount as per the agreed terms.
- b. This order should be acknowledged within 7 days from this date.
- c. If a book is ordered from abroad, we should be informed accordingly before sourcing it.
- d. The latest paperback editions should always be supplied unless otherwise mentioned. Indian reprints/editions, if available should be supplied. Librarian of ICAR Unit should be consulted beforehand if vendors intend to supply hardback editions, if the ordered paperback edition is not available.
- e. The Supplier shall supply all the ordered books within the period (20 days for Indian Publication and 90 days for Foreign Publication) from the date as specified in the purchase order.
- f. This order would be treated as cancelled, if the books are not supplied or no report as to availability or otherwise is received within this period.
- g. Librarian should certify on the invoice that the prices quoted there in are the publisher's current prices. And, enclose the stamped price proof along with the invoice.
- h. Payment will be made within 45days from date of receipt of the invoice.

## **4 Procurement of Foreign& Indian Journals**

The selection of Indian & Foreign Publisher for subscription during the calendar year shall be made by the Library Advisory Committee (LAC) .The two bids open / limited tender is recommended depending upon the quantum of procurement. Usually if the quantum exceeds Rs. Twenty five lacs then open tender is recommended. Before the approval and sanction for Journals are obtained from Director of ICAR Unit. Finance concurrence should be taken for budget availability and vetting of codal formalities.

### **4.1 Terms and Conditions for the Subscription of Foreign and Indian Journals**

- i) Tenders in any other form except on the tender form issued by Institute should not be entertained. The non-refundable cost of the tender is Rs.1000.00 In case the same has been downloaded, the cost of the tender has to be enclosed

in the form of Bank draft in favour of Director of the ICAR Unit attached with the Technical Bid.

- ii) The tenders must be submitted in sealed cover containing two sealed envelopes, first sealed cover contains Technical bid and the second envelope contains Financial Bid. The sealed cover must be superscripted with supply of Foreign and Indian Journal addressed to the Librarian of the ICAR unit .It can be dropped in the Tender Box placed in office of the Unit's Library. Tenders received after due date should not be entertained.
- iii) The selected firm/agency upon receipt of confirmed order shall process Institutional subscription and advance payment shall be made by the ICAR Unit to the respective publisher for the journals / titles ordered with them. Before releasing advance payment, the ICAR Unit should not ask for the price proof from the firm as the equivalent amount of bank guarantee deposited by the firm is already available with the ICAR unit.

Certification/notification against advance payments:

- The invoices/bills and documentary proofs be duly scrutinized by library.
  - The invoices/bills duly certified by the Librarian or his/her designated authority be sent to Finance &Accounts Section for payment.
  - A Bill/Invoice Register to be maintained to record all the bills/invoices sent to Account Section for payments
- iv) Firm has to provide Subscriber Number allotted by the publisher against journals subscribed.
  - v) The journals available in dual currencies should be billed in the currency by which the converted cost is the lowest in Indian rupees.
  - vi) The Bid Security (EMD) will not carry any interest on it. The EMD will be refunded in full on receipt after the finalization of tender. The refund of EMD not claimed within three years from the last date of receipt of tender will stand forfeited. However, in case of tender accepted for the supply of journals, the EMD will be refunded only after depositing of the Security Deposit .The intending Firm/Vendor has to deposit Bid Security (EMD) amounting of 2% of the value of Journals or any equivalent amount fixed by ICAR Unit in the shape of Demand Draft/Pay order/FDR from commercial bank in favour of Director, ICAR Unit along with the Technical Bid.
  - vii) The successful firm will be required to deposit the security amount at the 100% of the total order value in the shape of Bank Guarantee or fixed deposit which will be released only after completion of supply of issue(s) of Foreign and Indian journals only. No interest will be paid by ICAR unit on Security

money. CVC guidelines vide OM no.02-07-01-CTE-30 dated Dec. 31, 2007 may be heeded for acceptance of Bank Guarantee.

- viii) The Firm/Agency has to specify clearly the Flat discount rate to be given for the supply of journals keeping in view the total order value. Such discount will be subject to deduction from the bill amount itself.
- ix) Journals issues so ordered are delivered by hand in the Library ICAR Unit in good condition. The firm/agency shall procure all the journals subscribed for the Unit's library from the respective publishers by Air Freight arrangement at no additional cost and supply the same to the library.
- x) The firm/Vendor has to inform about the availability of free online access to the ordered journals to the ICAR Unit Library.
- xi) Free online facility of journals where ever it is applicable with the print order has to be IP authenticated on the Institute's I P Numbers.
- xii) Activation of online journals has to be done by the firm without charging any additional charges or subscription.
- xiii) The firm/vendor will provide all the facilities of subscription model/license agreement with the publishers where ever applicable.
- xiv) The subscription agency has to send periodical reminders automatically to the publishers concerned for any non-receipt of issues and send copies of reminders to us for our verification and records. Agency/firm should provide web based claim management support so that the order/delivery/claim status can be checked by ICAR Unit as and when required. The company should submit documentary evidence (In the form of website print outs) of such facility and also give website address where this service can be checked.
- xv) The firm should have last Five years' experience in supply of foreign and Indian journals to ICAR Institute's/SAU, Central universities/other UGC recognized universities. The firm /agency should make an undertaking that it will be in a position to supply the foreign and Indian journals as per the list attached.
- xvi) The firm have to pay 2% penalty (up to 10% maximum) against late supply of print/online journals/ periodical. The firm/vendor will refund the proportionate cost/value/amount along with 10% penalty for the not supplied journals/issues in lieu thereof in the form of refund by means of a Demand Draft favouring Director of ICAR Unit. The firm will refund to Unit's Library full amount of subscription of journals along with the penalty which are not supplied within six months from receipt of payment.

The periodicity of journal, its Time limit proposed relaxation period & penalty is recommended as under:-

<b>Periodicity of periodicals /journals</b>	<b>Time limit for supply of journals</b>	<b>Relaxation period</b>	<b>Penalty</b>
<b>Weekly</b>	<b>Within 15 days from date of publications</b>	<b>7 days</b>	<b>2% of the cost of the late supplied issue each day and maximum of fifteen days from the date of relaxation</b>
<b>Fortnightly</b>	<b>Within 25 days from date of publication</b>	<b>10 days</b>	<b>2% of the cost of the late supplied issue each day and maximum of fifteen days from the date of relaxation</b>
<b>Monthly</b>	<b>Within 35 days from date of publications</b>	<b>10 days</b>	<b>2% of the cost of the late supplied issue each day and maximum of Fifteen days from the date of relaxation</b>
<b>Quarterly</b>	<b>Within 45 days from date of publications</b>	<b>10 days</b>	<b>2% of the cost of the late supplied issue each day and maximum of Fifteen days from the date of relaxation</b>
<b>Online version journals if any</b>	<b>Within 7 days from the date of uploading by the publisher on their website</b>	<b>3 days</b>	<b>2% of the cost of the late supplied issue each day and maximum of Fifteen days from the date of relaxation</b>
<b>Any other periodicity</b>	<b>Within 35 days from date of publications</b>	<b>10 days</b>	<b>2% of the cost of the late supplied issue each day and maximum of Fifteen days from the date of relaxation</b>

No penalty will be charged, if the suppliers provide valid and satisfactory reasons for non-supply of the journals with documentary evidence received from the publishers. The documents relating to non-supply of journals should be submitted well in advance to avoid penalty.

- xvii) No interest would be payable on amount paid by the subscription agent to the publisher on account of delay in payment by the institute.
- xviii) The Firm/agency should give undertaking that the firm have necessary permission to deal with foreign and Indian periodicals subscription and make necessary payment in foreign and Indian currency. Further it should fulfil all statutory requirements.
- xix) The successful firm will have to enter into an agreement with the Director, ICAR UNIT on a non-judicial stamp paper of Rs.100/- (Rs. One hundred only), the cost of which has to be borne by the Tenderer himself.
- xx) The Institute reserves the right to discontinue the service of the firm on the basis of performance in terms of supply of journals subscribed through them.
- xxi) The Director, ICAR UNIT on behalf of ICAR reserves the right to accept or to reject any or all items(s) if the tender at any stage without assigning any reason. The decision of the Director, ICAR UNIT in this regard will be final and binding.
- xxii) The number of journals to be for the calendar year Jan. to December which may be increased or decreased at any stage of the contract by ICAR UNIT.
- xxiii) All journals are to be supplied for the calendar year January to December, supply of the periodicals should commence from the issue no. 1 of the volume starting during the year unless specified otherwise.
- xxiv) The rates of the journals /titles must be submitted only by charging on current bank exchange rate (TT selling rate).
- xxv) Initially the contract for supply of journals will be one calendar year i.e. January to December of a year and can be extended for further one year with the approval of Director, ICAR UNIT.
- xxvi) Force majeure: Any failure of omission or commission to carry out the provisions of the contract by the supplier shall not give rise to any claim by either of the party to contract, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, , hurricane or any pestilence or from civil strikes, compliance with any stature and /or regulation of the government, lockouts and strikes, riots, embargo or from any political or other reasons beyond the supplier's own control including war (whether declared or not ) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.
- xxvii) Price Fall Clause: The offer of the rates by the publishers/suppliers will be subject to the price fall clause i.e. if any item is offered by the tenderer on

lower rates to some other organization, he shall forthwith notify such reduction or sale immediately to the Director, ICAR UNIT and such reduction will automatically applicable to the ICAR UNIT.

- xxviii) No gratification clause: The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in the purchase of the quoted books & journals. This will also debar the company for participating in other tenders floated or to be floated by the purchaser and suitable action will be initiated against such defaulters.
- xxix) Validity of bids: For the calendar year and additional six months totalling 18 months e.g. from 01 January 2016 to 30 June 2017.
- xxx) The bidders will not form a part of the cartel and put in supporting quotations for some other companies. This will debar the company for participating in other tenders floated or to be floated by the purchaser. The institute can compare the prices of other bidders L2, L3 etc. also the prices quoted in other tenders for same products and in case of discrepancy suitable action will be initiated.
- xxxi) Non-black listing- bidders will provide an undertaking on non-judicial stamp paper that neither they nor their principal publishers/suppliers have been blacklisted by any State/ Central Government departments/other organizations.
- xxxii) Discount percentage shall be indicated both in figures as well in words.
- xxxiii) In case of any dispute arising out of their contract, decision of the Director ICAR Unit, will be final and binding to both Parties.

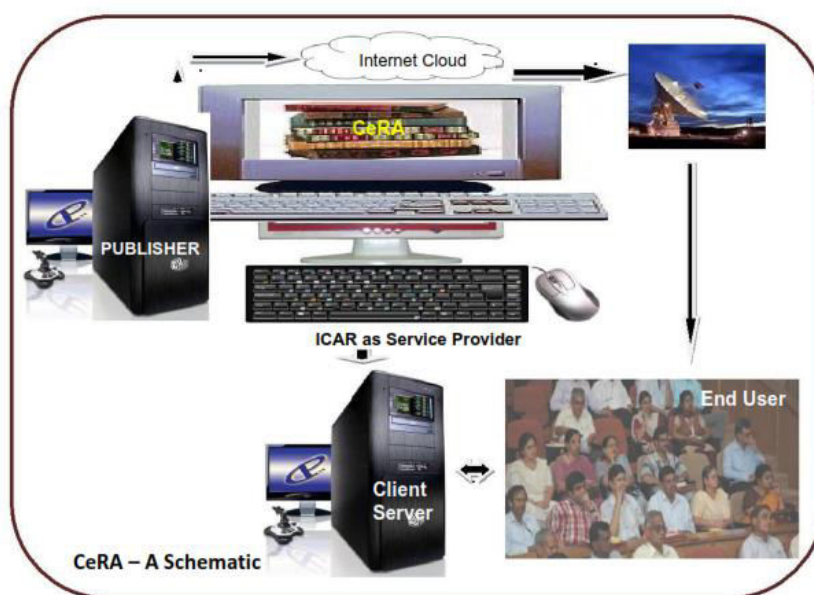
#### **4.2 Selection Criteria of Bidders for TECHNICAL BID for the supply of Foreign and Indian Journal the supply of Journals;**

- a) The firm should have financial status in dealing with the supply of the Periodicals. Turnover of the firm during the preceding 3 years should be minimum 5 times of the supply order or any equivalent amount fixed by the ICAR Unit, The documentary proof of this effect in the form of balance sheet for each year for the last three years has to be enclosed along with the offer of the tender, failing which the offer will be rejected. (To be enclosed with the technical bid).
- b) The firm should be having PAN (Permanent Account No.) / TAN allotted by the Income tax Department, documentary proof of the same has to be enclosed along with the technical bid.
- c) The Firm/Agency should be a regular member of the "GOODS OFFICES COMMITTEE" of the Federation of Publishers and Book Sellers Association of India and a proof has to be enclosed with the offer.



- d) The firm shall provide web based claim management support so that the order/delivery/claim status can be checked by this institution as and when required. Company should submit documentary evidence (in the form of website printouts) of such a facility and also give website address where this service can be checked.
- e) Bid Security (EMD) amounting to 2% of the value of Supply order in the form of Demand Draft/Pay order/FDR/Bank Guarantee in favour of Director, ICAR Unit along with the cost of the tender if the same has been down loaded to be enclosed with the technical bid). No interest will be paid on EMD.
- f) Technical Bid to be appended along with the offer (in a separate envelop marked as Technical Bid)
- g) The firm /agency is supposed to enclose the documentary evidence of minimum Two (2 nos.)work order of at least the same value of the present supply order each for the subscription of foreign and Indian journals to be annexed regarding supply of periodicals to ICAR Institute's/SAU Central universities/ other UGC recognized universities and IITs, (to be enclosed with the technical bid). Experience should be for supply of foreign and Indian journals.
- h) The Firm / agency should give undertaking that the firm have necessary permission to deal with foreign and Indian periodicals subscription and make necessary payment in currency. Further it should fulfil all statutory requirements as per the enclosed checklist with the technical bid)
- i) Terms and conditions for supply of journals in ICAR Unit library duly signed has to be enclosed with the technical bid)

## 5 CeRA (Consortium for e-Resources in Agriculture) Services



### 5.1) Objectives of CeRA

- To upscale the existing R & D information resource base of ICAR Institutions/Universities comparable to world's leading institutions / organizations.
- To subscribe e-journals and create e-access culture among scientists / teachers in ICAR Institutes / Agricultural Universities.
- To assess the impact of CeRA on the level of research publications measured through NAAS ID and Science Citation Index.

### 5.2) Procurement & accessibility of online subscribed CeRA journals:

Presently, all the ICAR Units are core members of Consortium for e- Resources in Agriculture (CeRA) since November 2007. ICAR under National Agricultural Innovation Project(NAIP) has set up this programme to promote use of electronic databases and full text access to e-journals by the research and Academic community of the country. CeRA subscribes journals from 15 International publishers. Till June 2014, the subscription of online access to CeRA Journals was made by IARI (the Consortia leader of NAIP CeRA subproject) as per the World Bank guidelines. However, after the closure of the World Bank National Agricultural Innovation Project, the online access to subscribed journals is to be provided by Directorate of Knowledge Management in Agriculture (DKMA), ICAR. The earlier system payment was 100% release of advance payment to the foreign publisher after obtaining the Invoice and Certificate of online accessibility from them. Since the advance payment of CeRA journals are now to be released by ICAR for online access to CeRA Journals, it is recommended that DKMA should insist on the Counter Bank Guarantee amounting to full value of the subscribed product from the Instructing Bank & Guarantor Bank of the Foreign Publishers for a period of 18 months before 100% advance payment is released to them. The Contract Document may be amended to this effect.