

Meghalaya Basin Management Agency

Office of Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills, Shillong – 793003

Telephones: 0364-2522043

E-mail: mbdaprocurement@gmail.com

NATIONAL COMPETITIVE BIDDING FOR **PROCUREMENT OF WATER LIFTING DEVICES – SOLAR PUMPS FOR THE OFFICE** **OF MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)**

Bid Reference	NCB – 77
Date of Issue of Bidding Document	February 28, 2020
Date & Time of Pre-Bid Meeting	March 12, 2020 at 1100 Hrs.
Last Date and Time for Submission and Receipt of Bids	March 30, 2020 at 1600 Hrs.
Date and Time of Opening of Bids	March 30, 2020 at 1630 Hrs.
Place of Opening of Bids	Meghalaya Basin Management Agency Office of Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills, Shillong – 793003 Telephones: 0364-2522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in
Address for Communication	Meghalaya Basin Management Agency Office of Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing Cooperative Society, Upper Nongrim Hills, Shillong – 793003 Telephones: 0364-2522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in

SECTION I: INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR
PROCUREMENT OF WATER LIFTING DEVICES – SOLAR PUMPS FOR THE OFFICE
OF MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)

INVITATION FOR BIDS (IFB)

Date : February 28, 2020
Loan No. : 20000064800
IFB No. : NCB - 77

1. The Government of India has received loan from the International Fund for Agriculture Development (IFAD) towards the cost of Meghalaya: Livelihoods and Access to Markets Project (Megh- LAMP) and it is intended that part of the proceeds will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. The Meghalaya Basin Management Agency (MBMA), (*Purchaser*) now invites sealed bids from eligible bidders for procurement of Water Lifting Devices for the Project Beneficiaries as per the following details.

Bid Reference #	Description	Total no. of Items in the Lot* (in Nos.)	EMD (INR)
NCB/77	Solar Pumps	34	250,000

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures agreed with IFAD. The bidding is open to all eligible bidders as defined in the Fund's Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 of the Guidelines setting forth the Fund's policy on conflict of interest.
4. Interested eligible Bidders may obtain further information and inspect the bidding documents during office hours 1100 hrs. to 1600 hrs. at the office of the Meghalaya Basin Management Agency, Meghalaya, Shillong, India.
5. A complete set of bidding documents is available on the website: www.mbda.gov.in and can be freely downloaded by interested bidders. *"The bidders who have downloaded the bid documents, shall be solely responsible for checking the website for any addendum / amendment issued subsequently to the bid document and take into consideration while preparing and submitting the bids. Bidders to note that bid document will not be sent by mail or courier by MBMA and also no fees to be paid by the bidders to download the bid document."*

6. Important Dates

- (a) Date of Issue of bidding document : February 28, 2020
- (b) Date of Pre-bid Meeting : March 12, 2020 at 1100 Hrs.
- (c) Last date and time for Submission and receipt of bids : March 30, 2020 at 1600 hrs.
- (d) Date and Time opening of bids : March 30, 2020 at 1630 hrs.
- (e) Place of opening of bids : **Meghalaya Basin Management Agency**
O/o Meghalaya Basin Development Authority,
C/o Meghalaya State Housing Financing
Cooperative Society, Upper Nongrim Hills,
Shillong – 793003
- (f) Address for communication : **Meghalaya Basin Management Agency**
O/o Meghalaya Basin Development Authority,
C/o Meghalaya State Housing Financing,
Cooperative Society, Upper Nongrim Hills,
Shillong - 793003
Telephone: 0364 - 2522043
E-mail: mbdaprocurement@gmail.com
Website: www.mbda.gov.in

- 7. All bids must be accompanied by a **Bid Security** as specified in the bid document and must be delivered to the above office at the date and time indicated above. Electronic bidding will not be permitted. Late bids will be rejected.
- 8. Bids will be publicly opened in the presence of Bidders' designated representatives who choose to attend at the address given above on the specified date and time.
- 9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 10. Delivery Destination will be as per respective site locations mentioned in Annexure - 1

Seal of Office & Address


Additional Project Director (APD), MLAMP

*Meghalaya Basin Management Agency,
O/o Meghalaya Basin Development Authority,
C/o Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills,
Meghalaya, Shillong - 793003
Telephone: 0364-2522043
E-mail: mbdaprocurement@gmail.com
Website: www.mbda.gov.in*

TABLE OF CONTENTS

PART 1 – BIDDING PROCEDURES	7
SECTION I - INSTRUCTIONS TO BIDDERS [ITB]	8
SECTION II - BIDDING DATA SHEET	30
SECTION III- EVALUATION AND QUALIFICATION CRITERIA	38
SECTION IV – BIDDING FORMS	41
SECTION V. – ELIGIBLE COUNTRIES	54
SECTION VI- FUND POLICY - CORRUPT AND FRAUDULENT PRACTICES.....	55
PART 2 - SUPPLY REQUIREMENTS	57
SECTION VII – SCHEDULE OF REQUIREMENTS	58
PART 3 – CONDITIONS OF CONTRACT& CONTRACT FORMS.....	74
SECTION VIII – GENERAL CONDITIONS OF CONTRACT	75
SECTION IX-. SPECIAL CONDITIONS OF CONTRACT	93
SECTION X – CONTRACT FORMS.....	102

PART 1 – BIDDING PROCEDURES

SECTION I - INSTRUCTIONS TO BIDDERS [ITB]

Section I. Instructions to Bidders

Table of Contents

A. GENERAL	11
1. SCOPE OF BID	11
2. SOURCE OF FUNDS	11
3. CORRUPT & FRAUDULENT PRACTICES	11
4. ELIGIBLE BIDDERS	12
5. ELIGIBLE GOODS AND RELATED SERVICES	14
B. CONTENTS OF BIDDING DOCUMENT	14
6. SECTIONS OF BIDDING DOCUMENTS	14
7. CLARIFICATION OF BIDDING DOCUMENTS	15
8. AMENDMENT OF BIDDING DOCUMENTS	15
C. PREPARATION OF BIDS	15
9. COST OF BIDDING	15
10. LANGUAGE OF BID	15
11. DOCUMENTS COMPRISING THE BID	16
12. LETTER OF BID AND PRICE SCHEDULES	16
13. ALTERNATIVE BIDS	16
14. BID PRICES AND DISCOUNTS	16
15. CURRENCIES OF BID & PAYMENT	18
16. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND CONFORMITY OF THE GOODS AND RELATED SERVICES	18
17. DOCUMENTS ESTABLISHING THE ELIGIBILITY & QUALIFICATIONS OF THE BIDDER	19
18. PERIOD OF VALIDITY OF BIDS	20
19. BID SECURITY	20
20. FORMAT AND SIGNING OF BID	22
D. SUBMISSION AND OPENING OF BIDS	22
21. SEALING AND MARKING OF BIDS	22
22. DEADLINE FOR SUBMISSION OF BIDS	23
23. LATE BIDS	23
24. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS	23
25. BID OPENING	23
E. EVALUATION AND COMPARISON OF BIDS	25
26. CONFIDENTIALITY	25
27. CLARIFICATION OF BIDS	25
28. DEVIATIONS, RESERVATIONS, OMISSIONS	25
29. DETERMINATION OF RESPONSIVENESS	26
30. NONCONFORMITIES, ERRORS, AND OMISSIONS	26
31. CORRECTION OF ARITHMETICAL ERRORS	27
32. CONVERSION TO SINGLE CURRENCY	27
33. MARGIN OF DOMESTIC PREFERENCE	27
34. EVALUATION OF BIDS	27
35. COMPARISON OF BIDS	29
36. QUALIFICATION OF THE BIDDER	29
37. PURCHASER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS	29

F. AWARD OF CONTRACT	29
38 AWARD CRITERIA.....	29
39 PURCHASER’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD	29
40 NOTIFICATION OF AWARD	29
PUBLICATION OF AWARD.....	29
RECOURSE TO UNSUCCESSFUL BIDDERS	30
41 SIGNING OF CONTRACT.....	30
42 PERFORMANCE SECURITY	30

Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name and identification number of lots (contracts) of this National Competitive Bidding (NCB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Government of India (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Fund for Agricultural Development (hereinafter called “the Fund”) in an amount **specified in BDS** toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Fund will be made only at the request of the Borrower and upon approval by the Fund in accordance with the terms and conditions of the Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
3. **Corrupt & Fraudulent Practices**
 - 3.1 The Fund requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Fund to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Fund.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or has received any direct or indirect subsidy from another Bidder; or
 - c. has the same legal representative as another Bidder; or
 - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - i. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Fund throughout the procurement process and execution of the contract.
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its

registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

- 4.4 A Bidder that has been sanctioned by the Fund in accordance with the above ITB 3.1, including in accordance with the Fund's Guidelines on Preventing and Combating Corruption in Projects Financed by IFAD ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded an IFAD-financed contract or benefit from a IFAD-financed contract, financially or otherwise, during such period of time as the Fund shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Fund's satisfaction, through all relevant documents, including its Charter and other information the Fund may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

- | | |
|---|---|
| 5. Eligible Goods and Related Services | <p>5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Fund may have their origin in any country in accordance with Section V, Eligible Countries.</p> <p>5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.</p> <p>5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p> |
|---|---|

B. Contents of Bidding Document

- | | |
|---|--|
| 6. Sections of Bidding Documents | <p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.</p> |
|---|--|

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI Fund Policy-Corrupt and Fraudulent Practices

PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- | | |
|-----|--|
| 6.2 | The Invitation for Bids issued by the Purchaser is not part of the Bidding Document. |
| 6.3 | Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or |

Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser in accordance with ITB clause 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 22.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English language, in which case, for purposes of interpretation of the Bid, such translation shall

govern.

**11. Documents
Comprising the
Bid**

11.1 The Bid shall comprise the following:

- (a) Letter of Bid, in accordance with ITB Clause 12;
- (b) Completed schedules, in accordance with ITB 12 and 14
- (c) Bid Security, in accordance with ITB Clause 19.1, if required;
- (d) Alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;
- (f) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (g) documentary evidence in accordance with ITB 17 establishing the Bidders eligibility to bid;
- (h) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB Clauses 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) Manufacturer's authorization form; and
- (k) any other document **required in the BDS**.

11.2 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid
and Price
Schedules**

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

**14. Bid Prices and
Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Letter of Bid in

accordance with ITB 12.1.

- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS.** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**
- 14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (a) **For Goods:**
- (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any vat, sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) for the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.9 Deemed Export Benefits

Bidders may like to ascertain availability of excise or other duty exemption benefits, available for contracts financed under IFAD Loans. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with its bid in form at Serial. Number. 7 of Section IV Bidding Forms. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.

15. Currencies of Bid& Payment

- 15.1 The Bidder shall quote the Price in Indian Rupees only.

16. Documents Establishing the Eligibility and conformity of the Goods and Related Services

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the

technical specifications and standards specified in Section VII, Schedule of Requirements.

- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements.

**17. Documents
Establishing the
Eligibility
& Qualifications
of the Bidder**

- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that the Bidder meets each of the qualification criterion Criteria specified in Section III, Evaluation and Qualification
 - (b) (i) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.

(iii) that, if **required in the BDS**, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

(c) Bids from Joint Ventures are not acceptable

18 Period of Validity of Bids

18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS** for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder.

(b) In the case of adjustable price contracts, no adjustment shall be made.

(c) In any case, bid evaluation shall be based on the bid Price without taking into consideration the applicable correction from the hose indicated above.

19 Bid Security

19.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as **specified in the BDS**.

19.2 Not used

19.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Indian Rupees or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /Scheduled Bank in India.

(b) be substantially in accordance with one of the forms of

Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

- (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2;

19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 42.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security

19.7 The Bid Security may be forfeited :

(a) if a Bidder

- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2;
- or

- (ii) does not accept the correction of errors in pursuant to ITB 31,
- or,

(b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB Clause 41; or
- (ii) furnish a Performance Security in accordance with ITB Clause 42.

19.8 Not used

19.9 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form,

except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 31; or

- (b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20 Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 Not used
- 20.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21 Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
 - a. bear the name and address of the Bidder;
 - b. be addressed to the Purchaser in accordance with ITB 24.1;
 - c. bear the specific identification of this bidding process indicated in ITB 1.1; and
 - d. bear a warning not to open before the time and date for bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

- 21.4 Telex, Cable or Facsimile bids will be rejected as non-responsive.
- 22 Deadline for Submission of Bids**
- 22.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures as **specified in the BDS**.
- In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23 Late Bids**
- 23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24 Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 20.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) Prepared & submitted in accordance with ITB Clauses 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25 Bid Opening**
- 25.1 Except as in the cases specified in ITB 23 & 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all

bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, per lot (contract) if applicable including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot(contract) if applicable, including any discounts, and alternative bids if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall

not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 26 Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27 Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that changes the substance of the Bid or Bidder price shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28 Deviations, Reservations, Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents

- 29 Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) If accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.
- 29.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 29.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 29.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 30 Nonconformities, Errors, and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser

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

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

**31 Correction of
Arithmetical
Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

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

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid security may be forfeited.

**32 Conversion
to Single
Currency**

Not applicable.

**33 Margin of
Domestic
Preference**

Not applicable.

**34 Evaluation of
Bids**

34.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria listed in this Clause. No other criteria or methodology shall be permitted.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- (d) not used
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) The additional evaluation factors as **specified in the BDS as per ITB 34.6** from amongst those set out in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria

34.5 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) In the case of Goods manufactured in India or goods of foreign origin already located in India, vat, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 34.2 (f).

- | | | |
|----|---|--|
| 35 | Comparison of Bids | 35.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34. |
| 36 | Qualification of the Bidder | <p>36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III evaluation and Qualification Criteria.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17.</p> <p>36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p> |
| 37 | Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

F. Award of Contract

- | | | |
|-----------------------------|--|--|
| 38 | Award Criteria | 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 39 | Purchaser's Right to Vary Quantities at Time of Award | 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| 40 | Notification of Award | 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called "Letter of Acceptance") shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called "the Contract Price"). |
| Publication of Award | | 40.2 At the same time the Purchaser shall publish in a project website(www.mbda.gov.in) the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; |

(iii) name and evaluated prices of each Bid that was evaluated;
 (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

**Recourse to
Unsuccessful
Bidders**

- 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected.
- 40.4 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.5 Upon the successful Bidder's furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 42, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5

**41 Signing of
Contract**

- 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

**42 Performance
Security**

- 42.1 Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II - BIDDING DATA SHEET

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

ITB Clause Reference	A. General
-------------------------------------	-------------------

ITB 1.1	<p>The Purchaser is: Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 0364 2522043 E-mail:mbdaprocurement@gmail.com Website: www.mbda.gov.in</p>								
ITB 1.1	<p>The name and identification number of the NCB is: <u>Name: PROCUREMENT OF WATER LIFTING DEVICES – SOLAR PUMPS FOR THE OFFICE OF MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA)</u></p> <p>The number, identification and names of the package comprising this NCB are: IFB Reference: NCB/ 77</p> <table><tr><th>Bid Reference #</th><th>Description</th><th>Total no. of Items in the Lot* (in Nos.)</th><th>EMD (INR)</th></tr><tr><td>NCB/77</td><td>Solar Pumps</td><td>34</td><td>250,000</td></tr></table> <p>Destination: Delivery to be completed at the respective site locations within the “delivery duration” after signing the contract.</p> <p>Installation and commissioning of the pumps will be at different village locations indicated in Annexure – 1. Pumps will be verified by the representative/s of MBMA; at the respective block locations, where the supplier will be required to deliver the pumps. An acceptance certificate will be provided by MBMA for each installation after a thorough checking of the commissioned pumps at respective locations.</p>	Bid Reference #	Description	Total no. of Items in the Lot* (in Nos.)	EMD (INR)	NCB/77	Solar Pumps	34	250,000
Bid Reference #	Description	Total no. of Items in the Lot* (in Nos.)	EMD (INR)						
NCB/77	Solar Pumps	34	250,000						
ITB 2.1	<p>The Borrower is Government of India</p> <p>Loan Agreement Amount: <i>US \$ 50 Million</i></p>								
ITB 2.1	<p>The name of the Project is: <i>Meghalaya: Livelihood and Access to Markets Project (LAMP)</i></p>								

B. Contents of Bidding Documents	
ITB 7.1	<p>For Clarification of bid purposes only, the Purchaser's address is: Attention: <i>Procurement Section</i> Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 0364 2522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p>
ITB 7.2	<p>Added the following as clause 7.2:</p> <p>Pre Bid meeting: - The bidder's designated representative is invited to attend a pre bid meeting which will take place as per details given below: -</p> <p>Date: March 12, 2020</p> <p>Time: 11.00 Hrs.</p> <p>Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 0364 2522921 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p> <p>The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Participation in the pre-bid meeting is optional. Minutes and/or addenda will be made available on the project website at www.mbda.gov.in . bidders must keep a regular watch on the website for any changes or updates on this procurement.</p>
C. Preparation of Bids	
ITB 11.1(k)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> 1. Bidder must submit Audited Financial Statements and/or Bank Certificate for the last 3 years in support of average annual turnover. (2015 – 16; 2016 – 17 and 2018 – 19) 2. Technical schedules of goods as required by technical specifications. 3. A detailed description of the Goods essential technical and performance characteristics 4. A clause-by-clause commentary on the Purchaser's technical

	<p>specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <ol style="list-style-type: none"> 5. For purposes of the commentary to be furnished pursuant to clause 4 above, the Bidder shall note that standards for workmanship, material and goods, and any references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications 6. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment 7. Non-manufacturer bidders will submit the manufacturer's authorization Form as per Performa in Section IV. 8. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years. Such adverse actions taken against the bidder may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid. 9. Attested copy of Company's PAN, TIN, GST and Income Tax details and ward/circle where it is being assessed, Bank solvency certificate, issued within start of tender selling date and submission date, from any scheduled bank of India. 10. List of service centre details of the technical personnel working with the Bidder. 11. Original brochures with relevant page(s) in support of the technical specifications of the equipment along with the web addresses/URL of the manufacturers. 12. Bidders exempted from any taxes or licences must submit clear photo copies of those certificates/licences.
ITB 13.1	<p>Alternative Bids <i>shall not be</i> considered.</p> <p>Bidder shall quote only one price for the item under the lot/s indicated in the price schedule. If multiple prices are quoted for the item under the lot/s, the bid will be rejected.</p>
ITB 14.5	<p>The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.</p>
ITB 14.7	<p>The Incoterms edition is Incoterms 2010.</p>

ITB 14.8 (a) (iii)	“as per Annexure - 1
ITB 14.8 (b)	<p>Added the following clause as 14.8 (b)</p> <ol style="list-style-type: none"> 1. Bidder/s may quote for whole of the package under clause 1.1 (provided they meet the post qualification requirement). 2. Prices quoted for each item of the schedule shall correspond 100 percent of the quantities specified in the respective Lot. 3. The Bidder shall submit prices for the following related services: <ul style="list-style-type: none"> (a) The Bidder(s) will be required to provide 2 years of warranty, supply, installation, commissioning and handing over of the pumps to respective village’s representative. The bidder(s) service engineer/representative should inspect the equipment at the end of every six months during this 2 (two) years period and make necessary maintenance of the equipment. Representative of MBMA/Project will be present during maintenance of the equipment so that necessary skills can be build up to maintain the equipment in future. (b) For any defect of installation or Equipment, goods within 1 (one) year after handing over to MBMA’s representative; the equipment/goods will be replaced. <p>If the Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.</p>
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>5 years</i>
ITB 17.2 (b) (i)	Manufacturer’s authorization is: <i>REQUIRED</i>
ITB 17.2 (b)iii	After Sales service is required which shall be provided by the Supplier or alternatively by its Agent in case of a foreign bidder.
ITB 17.2 (c)	Joint Venture – Not Applicable
ITB 18.1	The bid validity period shall be 120 days.
ITB 18.3(a)	<i>The price shall not be adjusted</i>
ITB 19.1	<p>Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms;</p> <p>The Bid Security Instrument shall be drawn in favor of “Meghalaya Basin Management Agency’ payable at Shillong, Meghalaya.</p> <p>Bidders are required to provide contact details of the issuing bank (fax/email) for the purpose of verifying the authenticity of the bid security.</p>
ITB 19.3	The amount and currency of the bid security shall be : INR 250,000

ITB 19.9	One Year
ITB 20.1	In addition to the original of the bid, the number of copies is: Two and a soft copy in pen drive. <i>The original signed and company stamped hard copy will prevail in case of any deviations.</i>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney
	D. Submission and Opening of Bids
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Name: PROCUREMENT OF WATER LIFTING DEVICES FOR THE OFFICE OF MEGHALAYA BASIN MANAGEMENT AGENCY (MBMA) Identification No: NCB / 77
ITB 22.1	For bid submission purposes, the Purchaser's address is: Address: Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in Attention: <i>The Additional Project Director, MBMA</i> The deadline for the submission of bids is: Date: March 30, 2020 Time: 1600 hrs.
ITB 22.1	Bidders shall not have the option of submitting their bids electronically.
ITB 25.1	The bid opening shall take place at: Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills

	Shillong, India – 793003 Telephone: 0364 2522921 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in Date: March 30, 2020 Time: 1630 hrs.
ITB 25.3	The Letter of Bid and Price Schedules shall be initialed by <i>all</i> representatives of the Purchaser conducting Bid opening.
	E. Evaluation and Comparison of Bids
ITB 34.2(a)	<p>The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB clause 29</p> <p>Evaluation will be done for the whole package.</p> <p>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 to be not included in the Bid, and provided that the Bid is substantial responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison.</p>
ITB 34.4	Not Applicable

ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: Not Applicable (b) Deviation in payment schedule: Not Applicable (c) The cost of major replacement components, mandatory spare parts, and service: Not Applicable (d) The availability in India, of spare parts and after sales services for the equipment offered in the bid. An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and part inventories, if quoted separately, shall be added to the bid price, for evaluation purpose only. (e) The projected operating and maintenance costs during the life of the equipment: Not Applicable (f) The performance and productivity of the equipment offered: Not Applicable (g) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria: Applicable
	F. Award of Contract
ITB 39.1	<p>The maximum percentage by which quantities may be increased is: 20%</p> <p>The maximum percentage by which quantities may be decreased is: 20%</p>

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser shall use to evaluate a bid and determine whether a Bidder qualifies in accordance with ITB 34 & 36. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 34)
2. Multiple Contracts (ITB 34.4)
3. Qualification Requirements (ITB 36)

1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive.

- (b) Deviation in payment schedule.

No deviation in the payment scheduled is allowed

- (c) Cost of major replacement components, mandatory spare parts, and service.

Deleted

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 34.6, if quoted separately, shall be added to the bid price, for evaluation purposes only.

- (e) Projected operating and maintenance costs are not allowed
(f) Performance and productivity of the equipment are not considered
(g) Specific additional criteria

- *Warranty – 2 years*
- *Training and Capacity Building of at least 2 members of the community at each location.*

2. Multiple Contracts (ITB 34.4): Not Applicable

3. Post-qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 35.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

3.1 Financial and Technical Capability:

S #	Description	Lot 1: Solar Pumps
1	Financial: The Bidder must have average annual turnover during the last 3 (three) years.	INR 1.5 Crore
2	Technical: If bidder is supplier of the product(s) then it should have at least three (3) years' experience of trading:	Experience in similar product(s) i.e. Solar Pumps, with minimum INR One Crore in one contract in last three years or having supplied at least 30 such pumps in one contract
3	Technical: if the bidder is a manufacturer of the product(s) then it should have at least three (3) years of experience of manufacturing and sale of the products offered.	Experience in similar product(s) i.e. Solar Pumps, with minimum INR One Crore in one contract in last three years or having supplied 30 such pumps in one contract

NOTE:

1. Bidder is required to submit the audited statements of last three years as proof for financial capability. (2016 – 2017; 2017 – 2018 and 2018 – 2019)
2. Bidder is required to submit the clear copies of contracts/work or purchase orders of the last three years to substantiate the technical capability.
3. If a bidder is winning in more than one lot; a cumulative/aggregate technical and financial assessment for those lots will be taken into consideration for award of contract.

3.2 The bidder must have:

1. Qualified Service Engineers,
2. Spare Parts Stock &
3. After Sales Services facilities in Shillong, Meghalaya. Facilities available in Guwahati, Assam will also be acceptable.

to satisfy warranty and service conditions laid down in SCC 28. (Bidder to provide names and details of engineers, list of facilities etc. along with the bid.)

3.3 The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *Original Catalogue*

SECTION IV – BIDDING FORMS

Table of Forms

1 Letter of Bid.....	42
2. BIDDER Information Form.....	45
3. PRICE Schedule For Supply as per Schedule of Requirements.....	47
4. PRICE and Completion Schedule - Related Services.....	Error! Bookmark not defined.
6. Manufacturer's Authorization	52

1. LETTER OF BID

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

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

No alterations to the text except as provided in ITB20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

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

NCB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: *[insert the number and issuing date of each Addenda]*;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services ***[insert a brief description of the Goods and Related Services]***;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below, is:

In case of only one lot, total price of the Bid **[insert the total price of the bid in words and figures]**;

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures];

- (f) The discounts offered and the methodology for their application are:

- (i) The discounts offered are: **[Specify in detail each discount offered.]**

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]; Discounts.*

- (g) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;
- (l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) 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 fraud and corruption.
- (p) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Name of the Bidder [insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed _ [insert date of signing] day of [insert month], [insert year]

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

2. BIDDER INFORMATION FORM

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

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
5. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of borrower or sub-borrower or purchaser, in accordance with ITB Sub-Clause 4.5. <input type="checkbox"/> Included are the organizational chart ,a list of Board of Directors, and the beneficial ownership

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

4. 5. PRICE SCHEDULE FOR SUPPLY AS PER SCHEDULE OF REQUIREMENTS

Procurement of Water Lifting Devices – Solar Pumps for the office of MBMA		Date: _____ NCB No: _____ Page No _____ of _____						
1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Delivery Date	Quantity and physical unit (Nos.)	Unit Price (INR)	Total Cost (INR)	Delivery & Installation Charges (INR)	GST (INR) on the total cost	Total Price per line item (Col. 6+7+8)
NCB/77: Solar Pumps (Total 34 Nos. as per following meter head requirements)								
1	Solar Pump with 20 meter head	[insert quoted Delivery Date]	02					
2	Solar Pump with 25 meter head	[insert quoted Delivery Date]	02					
3	Solar Pump with 30 meter head	[insert quoted Delivery Date]	02					
4	Solar Pump with 35 meter head	[insert quoted Delivery Date]	08					
5	Solar Pump with 40 meter head	[insert quoted Delivery Date]	04					
6	Solar Pump with 45 meter head	[insert quoted Delivery Date]	02					
7	Solar Pump with 50 meter head	[insert quoted Delivery Date]	04					

8	Solar Pump with 55 meter head	<i>[insert quoted Delivery Date]</i>	01						
9	Solar Pump with 60 meter head	<i>[insert quoted Delivery Date]</i>	04						
10	Solar Pump with 70 meter head	<i>[insert quoted Delivery Date]</i>	01						
11	Solar Pump with 80 meter head	<i>[insert quoted Delivery Date]</i>	02						
12	Solar Pump with 120 meter head	<i>[insert quoted Delivery Date]</i>	02						
				Total Price					

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Table 4: Price Schedule for Related Services

Date: _____ NCB No: _____ Page N° _____ of _____						
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in India to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
1	<i>Performance or supervision of the on-site assembly and/or start-up of the supplied Goods including installation and commissioning.</i>			<i>For the whole package</i>		
2	<i>Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods. These shall be in such detail as will enable the Purchaser to install the hardware and software as stated in the specifications</i>			<i>For the whole package</i>		
3	<i>Warranty – 2 years</i>			<i>For the whole package</i>		
4	<i>Capacity Building of at least 2 members of the community at each village location</i>			<i>For the whole package</i>		
				Total Bid Price		

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

5. Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

Meghalaya Basin Management Agency,

O/o Meghalaya Basin Development Authority,

C/o Meghalaya State Housing Financing & Cooperative Society,

Upper Nongrim Hills

Shillong – 793003

Meghalaya

IFB No.: NCB_77

Date: *[Insert date of issue]*

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

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

We have been informed that _____ *[insert name of the Bidder]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

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

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

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

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

[Signature(s)]

6. MANUFACTURER'S AUTHORIZATION

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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

NCB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists].*

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.

8. PERFORMA FOR PERFORMANCE STATEMENT

[Please see ITB Clause 36.2 and Section III-
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last three/five years)

Bid No. _____ Date of opening _____ Time _____ Hours

Name of the Firm _____

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</u>
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

SECTION V. – ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Non Consulting Services in Fund-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: None

Under ITB 4.7(b) and 5.1: None

SECTION VI. FUND POLICY –FRAUD AND CORRUPTION

Attachment 1 Fraud and Corruption

1.1 IFAD's Anti-Corruption Guidelines and this annex apply with respect to procurement under IFAD financed projects/programmes.

2.1 It is IFAD's policy to require that Borrowers (including beneficiaries of IFAD loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement process, selection and execution of IFAD-financed Agreements, and refrain from Fraud and Corruption. [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or Agreement execution for undue advantage is improper.].

2.2 In pursuance of this policy, the IFAD:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;

(v) "obstructive practice" is

¹ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or Agreement execution. In this context "public official" includes IFAD staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or Agreement execution; and the "act or omission" is intended to influence the selection process or Agreement execution.

³ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or Agreement execution.

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IFAD investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (b) Acts intended to materially impede the exercise of the IFAD's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Agreement in question;
- (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement and cancel the portion of the Loan allocated to the project/programme, if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the Agreement in question, without the Borrower having taken timely and appropriate action satisfactory to the IFAD to address such practices when they occur, including by failing to inform the IFAD in a timely manner they knew of the practices;
- (d) Pursuant to IFAD's Policy and Guidelines and in accordance with IFAD's prevailing sanctions policies and procedures, may sanction a firm or an individual at any time, either indefinitely or for a stated period of time: (i) to be awarded an IFAD-financed Agreement, and (ii) to be a nominated⁵ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded an IFAD-financed contract and (iii) to receive the proceeds of any loan financed by IFAD.
- (e) requires that a clause be included in bidding/request for proposals documents and in contracts financed by an IFAD loan, requiring (i) bidders, consultants, contractors and supplies, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the IFAD to inspect⁶ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by IFAD.

⁵ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

⁶ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by IFAD or persons appointed by IFAD to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 - SUPPLY REQUIREMENTS

SECTION VII – SCHEDULE OF REQUIREMENTS

1. LIST OF GOODS AND DELIVERY SCHEDULE	59
3. TECHNICAL SPECIFICATIONS	61
4. DRAWINGS	69
5. INSPECTIONS AND TESTS	70
6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER	72
SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS	72

1. LIST OF GOODS AND DELIVERY SCHEDULE

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Site) Destination as specified in BDS	Delivery (as per Incoterms) Date			Bid Security (INR)
					Earliest Delivery Date	Latest Delivery Date	Bidders' offered Delivery date (to be provided by Bidder)	
NCB/77	Solar Pumps	34	Nos	As per Annexure - I	Within 8 weeks from signing the contract	Within 12 weeks from signing the contract		250,000

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

NOTE:

1. Bidders to refer to technical specifications section page 64 onwards for detailed "Scope of Work" and list of villages where the supply and installation will be required.
2. All Pumps will be inspected and verified at the respective block locations where testing, installation and commissioning will be done.
3. Supplier to arrange for capacity building of at least two members of the community at each location.

2. List of Related Services [ITB Clause 14.8(b)] and Completion Schedule

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Performance or supervision of the on-site assembly and/or start-up of the supplied Goods including installation and commissioning.	For the whole package	For the whole package	At respective site locations	For the whole package
2	Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods. These shall be in such detail as will enable the Purchaser to install the hardware and software as stated in the specifications	For the whole package	For the whole package	At respective site locations	For the whole package
3	Warranty – 2 years	For the whole package	For the whole package	At respective site locations	For the whole package
4	Capacity Building of at least 2 members of the community at each village location	For the whole package	2 persons per village	At respective site locations	For the whole package

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

3. TECHNICAL SPECIFICATIONS

Delivery of Pumps will be made as per respective locations.

Specifications of Solar Powered Pump

Pump	Number of Pumpset required	Approx . Vertical Head in m	PV Array	Motor Capacity	Shut Off Dynamic Head in m	Submersible / Surface	Material	Delivery in mm	Minimum Capacity of pump in Litres per day (LPD) for the said head	AC /DC	Phase of Pump	Energy Saving	Cooling Medium	Electronic Protection	Others	Warranty (years)
Solar Powered Pump	2	20	1200 Wp	1 HP Submersible with Controller	45	Single Phase Radial Flow Submersible	Stainless Steel	32	38,400 LPD from TOTAL HEAD 30m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5

Specifications of Solar Powered Pump

Pump	Number of Pumpset required	Approx Vertical Head in m	PV Array	Motor Capacity	Shut Off Dynamic Head in m	Submersible / Surface	Material	Delivery in mm	Minimum Capacity of pump in Litres per day (LPD) for the said head	AC /DC	Phase of Pump	Energy Saving	Cooling Medium	Electronic Protection	Others	Warranty (years)
Solar Powered Pump	2	25	1200 Wp	1 HP Submersible with Controller	45	Single Phase Radial Flow Submersible	Stainless Steel	32	38,400 LPD from TOTAL HEAD 30m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5
Solar Powered Pump	2	30	1200 Wp	1 HP Submersible with Controller	45	Single Phase Radial Flow Submersible	Stainless Steel	32	38,400 LPD from TOTAL HEAD 30m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5

Specifications of Solar Powered Pump

Pump	Number of Pumpset required	Approx . Vertical Head in m	PV Array	Motor Capacity	Shut Off Dynamic Head in m	Submersible / Surface	Material	Delivery in mm	Minimum Capacity of pump in Litres per day (LPD) for the said head	AC /DC	Phase of Pump	Energy Saving	Cooling Medium	Electronic Protection	Others	Warranty (years)
Solar Powered Pump	8	35	1800 Wp	2 HP Submersible with Controller	45	Single Phase Radial Flow Submersible	Stainless Steel	32	57,600 LPD from TOTAL HEAD 30m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5
Solar Powered Pump	4	40	1800 Wp	2 HP Submersible with Controller	45	Single Phase Radial Flow Submersible	Stainless Steel	32	57,600 LPD from TOTAL HEAD 30m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5

Specifications of Solar Powered Pump

Pump	Number of Pumpset required	Approx Vertical Head in m	PV Array	Motor Capacity	Shut Off Dynamic Head in m	Submersible / Surface	Material	Delivery in mm	Minimum Capacity of pump in Litres per day (LPD) for the said head	AC /DC	Phase of Pump	Energy Saving	Cooling Medium	Electronic Protection	Others	Warranty (years)
Solar Powered Pump	2	45	3000 Wp	3 HP Submersible with Controller	100	Single Phase Radial Flow Submersible	Stainless Steel	32	39,000 LPD from TOTAL HEAD 70m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5
Solar Powered Pump	4	50	3000 Wp	3 HP Submersible with Controller	100	Single Phase Radial Flow Submersible	Stainless Steel	32	39,000 LPD from TOTAL HEAD 70m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5

Specifications of Solar Powered Pump

Pump	Number of Pumpset required	Approx. Vertical Head in m	PV Array	Motor Capacity	Shut Off Dynamic Head in m	Submersible / Surface	Material	Delivery in mm	Minimum Capacity of pump in Litres per day (LPD) for the said head	AC /DC	Phase of Pump	Energy Saving	Cooling Medium	Electronic Protection	Others	Warranty (years)
Solar Powered Pump	1	55	3000 Wp	3 HP Submersible with Controller	100	Single Phase Radial Flow Submersible	Stainless Steel	32	39,000 LPD from TOTAL HEAD 70m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5
Solar Powered Pump	4	60	3000 Wp	3 HP Submersible with Controller	100	Single Phase Radial Flow Submersible	Stainless Steel	32	39,000 LPD from TOTAL HEAD 70m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5

Specifications of Solar Powered Pump

Pump	Number of Pumpset required	Approx. Vertical Head in m	PV Array	Motor Capacity	Shut Off Dynamic Head in m	Submersible / Surface	Material	Delivery in mm	Minimum Capacity of pump in Litres per day (LPD) for the said head	AC /DC	Phase of Pump	Energy Saving	Cooling Medium	Electronic Protection	Others	Warra nty (years)
Solar Powered Pump	1	70	3000 Wp	3 HP Submersible with Controller	100	Single Phase Radial Flow Submersible	Stainless Steel	32	39,000 LPD from TOTAL HEAD 70m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5
Solar Powered Pump	2	80	4800 Wp	5 HP Submersible with Controller	150	Single Phase Radial Flow Submersible	Stainless Steel	32	40,800 LPD from TOTAL HEAD 100m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5

Specifications of Solar Powered Pump

Pump	Number of Pumpset required	Approx . Vertical Head in m	PV Array	Motor Capacity	Shut Off Dynamic Head in m	Submersible / Surface	Material	Delivery in mm	Minimum Capacity of pump in Litres per day (LPD) for the said head	AC /DC	Phase of Pump	Energy Saving	Cooling Medium	Electronic Protection	Others	Warra nty (years)
Solar Powered Pump	2	120	4800 Wp	5 HP Submersible with Controller	150	Single Phase Radial Flow Submersible	Stainless Steel	32	40,800 LPD from TOTAL HEAD 100m	AC Induction Motor Pump Set with Suitable Inverter	Single Phase	5 star	Water	Maximum Power Point Tracker (MPPT), Over Current, Over & Low voltage, dry run, overflow etc.	*Mount for Solar Panels *Wires, Batteries and Accessories *Installation	5
Sub Total	34															

Scope of Work for Water Lifting Devices (Solar Pumps)

Role and responsibilities of the Manufacturer/Supplier:

The Manufacturer/Supplier of the Water Lifting Devices will provide services to MBMA in the activities related to Green Energy Technologies and shall strictly follow the following guidelines.

The Manufacturer/Supplier shall undertake:

- (a) Production and on time delivery of the Water Lifting Devices as per sites requirement.
- (b) In case of any defective parts of the Water Lifting Device, the Manufacturer/Supplier shall replace the defective part or the whole Machine completely without any additional cost.
- (c) Training and Capacity Building in operation and maintenance of the Water Lifting Device to the members of the community managing the assets so that they will be in a position to be able to repair the machine in case of any breakdown.
- (d) Technical support shall be provided to the community for minor and major repairs of the Water Lifting Device and other associated components.
- (e) Facilitate the community to take-up Civil Works (Construction of intake structure, platform for mounting the pump, supports, overhead storage tanks including the laying of Pipe line etc) as per specification in the DPR.
- (f) Complete installation of the Water Lifting Device and its components as per specification in the DPR (DPR will be shared with the selected bidder)
- (g) Complete delivery of devices as per the respective locations mentioned below.

All accomplished assignments should be submitted with photographs, reports etc., as specified in the prescribed format. The Manufacturer/Supplier will also train Master Trainer in building the capacity of community members and various stakeholders in Green Initiatives.

Village Locations for Supply Installation and Commissioning

Location of proposed Solar pump installation sites				
SI No	District	Block	Name of Village	Approx Vertical Head (m)
1	East Khasi Hills	Shella Bholaganj	Siej	80
2			Nongwar	70
3			Saikarap	20
4			Saitsohphan	55
5	West Khasi Hills	Mawshynrut	Pyndeng Mawlieh	50
6			Nongriangba	50
7			Langumshing	50
8			Langpih	45
9			Iewnongma	120
10			Nongrim Hills	30
11			Nongdaju	20
12			Riangwar	35
13			Umtap	60
14	Ri-Bhoi	Umling	Rongmesek	80
15	East Jaintia Hills	Khliehriat	Nongthymme	120
16			Lumputhoi	60
17			Mutong	60
18	West Garo Hills	Selsella	Dabakgre	25
19			Upper Sasatgre	40
20			Balagre	35
21			Singimari	35
22			Chambagre	40
23	South Garo Hills	Chokpot	Ganchikalak	40
24			Silki Achak Chiring	40
25			Sembu Rongtal Gittim	35
26			Warimagre	30
27			Rongtra Kosak	35
28			Kane Badimagre	35
29			Kenegre	35
30			Sangma Matchok	35
31		Baghmara	Dabram	60
32			Alokphang songmong	50
33			Mikphak Balsregittim	45
34	East Garo Hills	Dambo Rongjeng	Jambal Rongsil	25

4. DRAWINGS

None

5. INSPECTIONS AND TESTS

The following inspections and tests shall be performed:

- i. The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the purchase- order form and shall be in line with the inspection/test procedures laid down in the technical specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified in section VI should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
 - ii. The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% (to modify as considered appropriate for each case) for the duration of test period shall be considered as satisfactory.
 - iii. In the event of the hardware and software failing to pass the acceptance test, the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.
- a. Manuals:
- i. Before the goods are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals of the goods and equipment. These shall be in such detail as will enable the Purchaser to install the hardware and software as stated in the specifications.
 - ii. The manuals shall be in the ruling language (English) and in such form and numbers as stated in the contract.

- iii. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.
- b. For the System and Other Software the following will apply:
 - i. The Supplier shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.
- c. Acceptance Certificates:
 - i. On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working on the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

6. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTERSUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the goods as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the Good _____
- (c) Quantity _____
- (d) Name of the consignee _____
- (e) Date of start up and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction.
4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)
- (b)
- (c)
- (d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature _____

Name

Designation with Stamp

* Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) He has supervised the startup of the plant in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.
- (c) Training of personnel has been done by the supplier as specified in the contract
- (d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

PART 3 – CONTRACT

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

Section VII. General Conditions of Contract

Table of Contents

1.	DEFINITIONS.....	77
2.	CONTRACT DOCUMENTS	78
3.	CORRUPT & FRAUDULENT PRACTICES	78
4.	INTERPRETATION.....	78
5.	LANGUAGE	79
6.	JOINT VENTURE, CONSORTIUM OR ASSOCIATION-Deleted.....	79
7.	ELIGIBILITY	79
8.	NOTICES.....	80
9.	GOVERNING LAW	80
10.	SETTLEMENT OF DISPUTES	80
11.	INSPECTIONS AND AUDIT BY THE FUND.....	80
12.	SCOPE OF SUPPLY	81
13.	DELIVERY AND DOCUMENTS	81
14.	SUPPLIER'S RESPONSIBILITIES	81
15.	CONTRACT PRICE.....	81
16.	TERMS OF PAYMENT	81
17.	TAXES AND DUTIES.....	81
18.	PERFORMANCE SECURITY	81
19.	COPYRIGHT.....	82
20.	CONFIDENTIAL INFORMATION	82
21.	SUBCONTRACTING	83
22.	SPECIFICATIONS AND STANDARDS	83
23.	PACKING AND DOCUMENTS	83
24.	INSURANCE.....	84
25.	TRANSPORTATION & INCIDENTAL SERVICES.....	84
26.	INSPECTIONS AND TESTS.....	84
27.	LIQUIDATED DAMAGES	86
28.	WARRANTY	86
29.	PATENT INDEMNITY.....	86
30.	LIMITATION OF LIABILITY	88
31.	CHANGE IN LAWS AND REGULATIONS.....	88
32.	FORCE MAJEURE	88
33.	CHANGE ORDERS AND CONTRACT AMENDMENTS.....	89
34.	EXTENSIONS OF TIME	89
35.	TERMINATION.....	90
36.	ASSIGNMENT	91

Section VIII. General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Fund” means International Fund for Agricultural Development
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” mean the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is India.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part

of the Related Services is subcontracted by the Supplier.

- (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt & Fraudulent Practices

- 3.1 The Fund requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party

thereto.

4.5 Non waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Deleted

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Fund shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Inspections and Audit by the Fund**
- 11.1 The Supplier shall 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 costs
- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Fund and/or persons appointed by the Fund to inspect the Supplier'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 Fund if requested by the Fund. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under this Sub-Clause

11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Fund's prevailing sanctions procedures)

- | | |
|--|--|
| 12. Scope of Supply | 12.1 The Goods and Related Services to be supplied shall be as specified in the Special Condition of Contract . |
| 13. Delivery and Documents | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC . |
| 14. Supplier's Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 15. Contract Price | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC . |
| 16. Terms of Payment | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p> |
| 17. Taxes and Duties | 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |
| 18. Performance Security | 18.1 If required as specified in the SCC , the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the |

Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Fund or other institutions participating in the financing of the Contract;

- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During

transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**25. Transportation
& Incidental
Services**

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in Schedule of Requirements and SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**26. Inspections and
Tests**

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated
Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent
Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature,

including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by

the Force Majeure event.

**33. Change Orders
and Contract
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of
Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant

to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, 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

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract

terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

APPENDIX TO GENERAL CONDITIONS Fund's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Attachment 1 Fraud and Corruption

- 1.1 IFAD's Anti-Corruption Guidelines and this annex apply with respect to procurement under IFAD financed projects/programmes.
- 2.1 It is IFAD's policy to require that Borrowers (including beneficiaries of IFAD loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement process, selection and execution of IFAD-financed Agreements, and refrain from Fraud and Corruption. [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or Agreement execution for undue advantage is improper.].
- 2.2 In pursuance of this policy, the IFAD:
- (a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁷;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁸;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁹;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁰;
- (v) “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IFAD investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (b) Acts intended to materially impede the exercise of the IFAD’s inspection and audit rights;
 - (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Agreement in question;
 - (c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement and cancel the portion of the Loan allocated to the project/programme, if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the Agreement in question, without the Borrower having taken timely and appropriate action satisfactory to the IFAD to address such practices

⁷ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or Agreement execution. In this context “public official” includes IFAD staff and employees of other organizations taking or reviewing selection decisions.

⁸ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or Agreement execution; and the “act or omission” is intended to influence the selection process or Agreement execution.

⁹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or Agreement execution.

when they occur, including by failing to inform the IFAD in a timely manner they knew of the practices;

- (d) Pursuant to IFAD's Policy and Guidelines and in accordance with IFAD's prevailing sanctions policies and procedures, may sanction a firm or an individual at any time, either indefinitely or for a stated period of time: (i) to be awarded an IFAD-financed Agreement, and (ii) to be a nominated¹¹ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded an IFAD-financed contract and (iii) to receive the proceeds of any loan financed by IFAD.
- (e) requires that a clause be included in bidding/request for proposals documents and in contracts financed by an IFAD loan, requiring (i) bidders, consultants, contractors and supplies, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the IFAD to inspect¹² all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by IFAD.

SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser is: Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522043 E-mail: mbdaprocurement@gmail.com Website: www.mbd.gov.in
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: as per Annexure – 1 in Section VII – Schedule of Requirements
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.

¹¹ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

¹² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by IFAD or persons appointed by IFAD to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

GCC 4.2 (b)	The version edition of Incoterms shall be 2010
GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: <i>Additional Project Director - MLAMP</i> Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522043 Fax: 040 23211848 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p>

GCC 10.2**Settlement of Disputes**

The dispute settlement mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.
- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.

	<p>(d) Arbitration proceedings shall be held at Shillong, Meghalaya, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration.</p> <p>(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute</p>
GCC 12.1 and 25.2	The scope of supply for the Goods and Related Services to be supplied shall be as specified below: The scope of the supply including the related services below as given in Schedule of Requirements

<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <p>(A) Documents to be submitted to Purchaser:-</p> <ul style="list-style-type: none"> (i) One original and three copies of commercial invoice, indicating MBMA, the Contract number, credit number; Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Proof of dispatch (POD) viz., Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) One original and three copies of Acknowledgement of receipt of goods from the Consignee i.e. Consignment Receipt Certificate (CRC) (iv) Four copies of packing list identifying contents of each package; (v) One original and three copies manufacturer's Warranty certificate covering all items supplied. (vi) Four copies Internal Test Report of the Manufacturer for the items offered (vii) Four copies of the Certificate of Inspection furnished to Supplier by the nominated inspection (viii) One original and three copies of the Supplier's Certificate of Country of Origin covering all items supplied (ix) Copy of notification of the local tax authority in support of rate of tax indicated in invoice. (x) Any other additional procurement-specific document(s) required for delivery/payment purposes. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p> <p>Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate to be issued by the Purchaser's Consignee.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
<p>GCC 16.1</p>	<p>GCC 16.1 Payment shall be made in Indian Rupees in the following manner:</p>

	<p>(i) <i>On Delivery</i>: Seventy (70)% of the contract price for goods shall be paid on receipt of Goods and upon submission of the documents specified in Clause 13 of SCC; and</p> <p>(iii) <i>On Final Acceptance</i>: the remaining thirty (30)% of the Contract Price for goods shall be paid within thirty (30) days after the date of the Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section VII - item 6.</p> <p>The warranty period of two years will start after the successful installation and commissioning of pumps.</p> <p>(d) Reimbursement of GST etc. will be at actuals based on documentary evidence of payment within 30 days of submission of bill with documents.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is 6 %. PA</p>
GCC 18.1	<p>Performance Security to the Purchaser shall be for an amount of 5% of the total contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations of two years. (approx. 26 months)</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>

GCC 18.3	<p>Amended the paragraph as under:</p> <p>The performance security shall be in the form of a bank guarantee/ Demand Draft/ Term Deposit/ Fixed Term Deposit, the named beneficiary shall be <i>Meghalaya Basin Management Agency</i>. The bank guarantee shall be issued either by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) to make it enforceable and acceptable to the purchaser.</p> <p>The Bank Guarantee shall be in the format provided in the Bidding Documents</p>
GCC 18.4	<p>Substitute Clause 18.4 of the GCC by the following:</p> <p>Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.</p>
GCC 18.5	<p>Add as Clause 18.5 to the GCC the following:</p> <p>In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.</p>
GCC 23.2	<p><u>Packing Instructions:</u> The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number (vi) Government of Meghalaya supply – Not for sale. (include the Lot number)</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
GCC 24.1	<p>The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.</p>
GCC 25.1	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p>

GCC 25.2	<p>Incidental services to be provided are:</p> <ol style="list-style-type: none"> 1. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods (Installation and Commissioning leading to acceptance by the purchaser) 2. Operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to install the hardware and software as stated in the specifications. 3. Warranty for two years 4. Capacity Building of at least 2 members of the community at each village location
GCC 26.1	The inspections and tests shall be: <i>as per '5' (Inspection & Tests) of Section VII – Schedule of Requirements</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>respective block locations as mentioned in Annexure - 1</i>
GCC 27.1	The liquidated damages shall be: 0.5% of contract price per week or part thereof.
GCC 27.2	The maximum amount of liquidated damages shall be: 10% of the contract price.
GCC 28.3	<p>The period of validity of the Warranty shall be one year:</p> <p>For purposes of the Warranty, the place(s) shall be:</p> <p>Meghalaya Basin Management Agency, O/o Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522043 Fax: 040 23211848 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p>

GCC 28.5	The period for repair or replacement shall be: 15 days
GCC 31.1	This clause will apply only to variations in GST etc. payable in India on the final product which is being supplied and not for variations in tax on the individual components / raw materials which go into the product.

SECTION X – CONTRACT FORMS

Table of Forms

1. LETTER OF ACCEPTANCE	103
2. CONTRACT AGREEMENT	104
3. PERFORMANCE SECURITY	ERROR! BOOKMARK NOT DEFINED.
4. BANK GUARANTEE FOR ADVANCE PAYMENT	ERROR! BOOKMARK NOT DEFINED.

1. LETTER OF ACCEPTANCE

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

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

This is to notify you that your Bid dated . . . *[insert date]* . . . for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words in Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

2. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and*
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - (a) The letter of Acceptance
 - (b) this Contract Agreement
 - (c) The Supplier’s letter of Bid and original completed Schedules including Price Schedules
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (g) *[Add here any other document(s) listed in GCC/SCC as part of contract]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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 the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

3. Performance Security

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable 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..., and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

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

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.