



Meghalaya Basin Management Agency

Request for Quotations - Goods

for

Procurement of Office Equipment under MLAMP

Ref No: MBMA/MLAMP/SPMU/62/G-153/2023/520

Issue date: January 24, 2024

REQUEST FOR QUOTATIONS

Reference Number:
MBMA/MLAMP/SPMU/62/G-153/2023/520

Dated: January 24, 2023

Procurement of Office Equipment under MLAMP

Addressed to:

.....

.....

1. The Government of Meghalaya has received financing from the International Fund for Agricultural Development (“the Fund” or “IFAD”) towards the cost of Meghalaya Livelihoods and Access to Markets Projects (Megha-LAMP); Meghalaya Basin Management Agency (“the client”) intends to apply part of this financing to the purchase for which this request for quotations (RFQ) is issued.

The use of any IFAD financing shall be subject to IFAD’s approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD’s rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with Meghalaya Livelihoods and Access to Markets Projects (Megha-LAMP)

2. This procurement is based on the national shopping method as laid out in the IFAD Procurement Handbook that can be accessed via the IFAD website at www.ifad.org/project-procurement.

3. The bidder shall not have any actual, potential or reasonably perceived conflict of interest. A bidder with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the Fund. A bidder, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the evaluation process and the execution of the contract, b) participates in more than one quotation under this procurement action, c) has a business or family relationship with a member of the purchaser’s board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this request for quotation, (ii) the selection process for this procurement, or (iii) execution of the contract. A bidder and the supplier have an ongoing obligation to promptly disclose any situation of actual, potential or reasonably perceived conflict of interest during the preparation of the quotation, the evaluation process or the contract execution. Failure to properly disclose any of said situations in a promptly manner may lead to appropriate actions, including the disqualification of the bidder, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations¹.

¹The policy is accessible at: www.ifad.org/anticorruption_policy.

4. All bidders are required to comply with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, “IFAD’s Anticorruption Policy”) while competing for, or in executing, the contract.
- a. If determined that a bidder or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and/or the latter’s personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices as defined in IFAD’s Anticorruption Policy or in sexual harassment, exploitation and abuse as defined in IFAD’s Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse² in competing for, or in executing, the contract, the quotation may be rejected or the contract may be terminated by the purchaser.
 - b. In accordance with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the international financial institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.
 - c. Bidders and any of their personnel and agents, and their sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and the latter’s personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this bidding process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.
 - d. Bidders have the ongoing obligation to disclose in their quotation and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Bidders must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the quotation or termination of the contract.
 - e. Bidders shall keep all records and documents, including electronic records, relating to this bidding process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the Contract, execution of the contract.
5. The Fund requires that all beneficiaries of IFAD Funding or funds administered by IFAD, including the purchaser, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit

²The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.

to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.³

6. Meghalaya Basin Management Agency invites you to submit your price quotation in a pro forma invoice format for the supply of the Goods listed in **Annex 1** of this RFQ.

7. Your quotation in the required format should be addressed to:

Meghalaya Basin Management Agency

Attn: Shri. Augustus. S. Suting,

Deputy Project Director, MLAMP,

Meghalaya Basin Management Agency

MBDA Building, - Meghalaya State Housing Cooperative and Financing Society

Campus, Upper Nongrim Hills,

Shillong, PIN-793003

Facsimile: 0364-2522043; **Email:** mbdaprocurement@gmail.com

8. The quotation should be accompanied by:

- (i) A Copy of your business registration/ trading license
- (ii) A copy of the Authorised dealership certificate; if applicable
- (iii) A copy of GST Registration certificate
- (iv) Self-declaration to the effect the bidder is not insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances.
- (v) Self-declaration that the bidder's business activities are not suspended or debarred from public procurement by the State Government of Meghalaya or Government of India.
- (vi) Complete price and delivery schedule
- (vii) List of priced accessories which are not included in the Goods prices.

Adequate technical documentation and catalogue(s) and any other relevant information.

9. The deadline for receipt of your sealed quotation is February 7, 2024 by 1600 Hrs. (IST). Quotations will be opened on February 7, 2024 at 1630 Hrs. Late quotes will be rejected.

10. All requests for clarifications shall be submitted via email to mlamp.procurement@gmail.com by January 27, 2024 by 5:00 PM, The purchaser shall respond to all requests for clarifications by: January 30, 2024 by 5:00 PM.

11. Quotations should be submitted in physical form (hard copy) either by hand or by post/courier by the deadline and to the address stated above.

12. Bidders have the option to quote for one or more lots, however, all items mentioned in the offered lot must be quoted. A partial quote for the respective Lots will not be accepted. If a quotation shows Goods listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the quotation shall be assumed not to be included in the quotation.

13. **Evaluation.** The purchaser shall award the contract to the bidder whose offer has been determined to be the lowest priced quotation for the respective lot and is substantially responsive to the request for quotation for that respective lot/s; further that the bidder is determined to be qualified to perform the contract satisfactorily.

³The policy is accessible at <https://www.ifad.org/en/document-detail/asset/41942012>.

The purchaser's evaluation of a quotation may take into account, in addition to meeting the minimum technical and qualification requirements, the following factors;

- (a) **Delivery schedule. (as per Incoterms 2010)** The Goods are required to be delivered within the time as specified in the delivery schedule. Quotations offering delivery beyond this delivery time shall be treated as non-responsive.
- (b) **Prices.** Prices shall be in INR (Indian Rupees).
- (c) **Availability of After sales services:** Not Applicable

14. **Payment.** within 30 days after delivery and acceptance of goods/service.

15. **Delivery:** To be delivered in Shillong at the O/o the Meghalaya Basin Management Agency, MBDA Building, - Meghalaya State Housing Cooperative and Financing Society Campus, Upper Nongrim Hills, Shillong, PIN-793003.

16. **Delivery Schedule:** All items should be delivered within 45 days after signature of the contract. Bidders must state an exact delivery time in the quotation.

17. **Warranty:**

- a. Lot# 1- Lot# 2 - Warrant is 1 Year to 3 Years inclusive of battery from the date of delivery.
- b. Lot#3 – Lot#6 - Warrant is 1 Year from the date of delivery.
- c. Lot# 7 – Lot# 7 - Warrant is 2 Years from the date of delivery.
- d. For Lot# 8 - Warrant is 1 Year from the date of delivery.
- e. Lot#9 - Warrant is 1-3 Year from the date of delivery.

18. **Brand:** Not applicable

19. **Validity.** Your quotation should be valid for a period of 45 days from the date of your quotation.

20. **Purchase Order.** The purchase order shall be issued by the Meghalaya Basin Management Agency before the end of the validity of the quotation to the eligible bidder who submitted the lowest evaluated quotation for the evaluated lot. The draft purchase order with terms and conditions are attached in annex 2. Prior to the issuance of the purchase order and after the completion of the evaluation process, the purchaser reserves the right to increase or decrease the requested quantities under this RFQ. The maximum increase allowed to be done to the quotation prior to purchase order signature is +15% and the maximum decrease is -15%.

Yours sincerely

Sd/-

Shri. Augustus. S. Suting,
Deputy Project Director, M - LAMP
Meghalaya Basin Management Agency

Annex 1

Schedule of Requirements

All specifications are stated in **minimum terms**, except where ranges, approximations, maximum levels or exactitudes are stated.

Lot#	Description	Total Quantity(Nos.)	Cost per unit (in INR)	Total (in INR)
Lot#1	Laptop- Type 1	11		
Lot#2	Laptop Type - 2	4		
Lot#3	External Hard Drive 4 TB	1		
Lot#4	External Hard Drive 2TB	6		
Lot#5	Printer	6		
Lot#6	Camera Lens	1		
Lot#7	Power generator	2		
Lot#8	Colour Printer	12		
Lot#9	Desktop	1		
	Applicable Taxes*			
	Total Price			

*** Applicable taxes to be quoted separately.**

Technical Specifications for:

Lot#	Description	Technical Specifications	Qty (Nos.)	Time Period	Place of Delivery
Lot#1	Laptop Type - 1		11	<i>Within 45 days from the date of issuing the Purchase Order</i>	O/o the Meghalaya Basin Management Agency, MBDA Building, - Meghalaya State Housing Cooperative and Financing Society Campus, Upper Nongrim Hills, Shillong, PIN-793003.
	Screen Size	39.6 Centimeters			
	SSD	512 GB			
	CPU Model	13th Gen Intel i5 1335U			
	RAM Memory Installed Size	16 GB -18 GB			
	Operating System	Windows 11 Home			
	Special Feature	FHD micro-edge, anti-glare Brightness: 250 nits Color Gamut: 45%NTSC Screen Resolution: 1920 x 1080			
	Keyboard	Chiclet Keyboard 1.4mm key travel with Number pad			
	Battery Backup	up to 8 Hrs.			
	Battery Cell	3 cell			
	MS Office Provided	Yes			
	Clock Speed	3.3 Ghz. Turbo up to 4.6 Ghz.			
	Cache	12 MB L3 cache			
	Graphic Processor	Intel Iris Xe Graphics			
	OS Architecture	64 bit			
	Operating System	Windows 11 Home			
	Supported Operating System	Windows 11 Home			
	System Architecture	64 Bit			
	Mic In	Yes			
	USB Port	2x USB Type-A, 1x USB Type-C			
	HDMI Port	1x micro HDMI			
	Wireless LAN	Wi-Fi 6(802.11ax) (Dual band) 2*2 + Bluetooth 5			
	Bluetooth	5.0			
	Included Software	Windows 11, genuine pack Microsoft Office H&S 2021 lifetime, 1 Year McAfee			
	Bag	Yes			
	Warranty	1 to 3 Years inclusive of Battery			
Lot#2	Laptop Type - 2		4		
	Processor	AMD Ryzen™ 7 5800U			

		Processor (1.90 GHz up to 4.40 GHz)			
	Operating System	Windows 11 or higher			
	Display Type	35.56cms (14) FHD (1920x1080) IPS 300nits Glossy, 72% NTSC, Touch			
	Memory	16 GB Soldered LPDDR4x 4266 or higher			
	Hard Drive	512 GB M.2 2280 SSD or higher			
	Speaker	Stereo, Dolby® Atmos™			
	AC Adapter	65W			
	Software Preload	Office Home & Student 2021			
	Touch Screen	Yes			
	Graphics	Integrated AMD Radeon™ Graphics			
	Ports	1xUSB 3.2 Gen 1, 2xUSB-C 3.2 Gen 1, Headphone / microphone combo jack (3.5mm)			
	Battery	4 cell, 71Wh, Upto 15 hours			
	Bluetooth	Bluetooth® 5.0			
	Camera	720p HD with Privacy Shutter			
	Pen	Yes			
	Fingerprint Reader	Yes			
	Keyboard	Backlit, English with Number Pad			
	Wireless	11AX (2x2) & Bluetooth® 5.0			
	Warranty	2 Year Onsite Warranty			
	Genuine MS-Office 2021 for lifetime Antivirus for lifetime				
	Weight	Not more than 1.5 kg			
	Bag Pack (included) and should fit the laptops MAF is required to be provided				
Lot#3	External Hard Drive 4 TB		1		
	Digital Storage Capacity	4000 GB			
	Hard Disk Interface	USB 2.0/3.0			
	Connectivity Technology	USB			
	Special Feature	Portable, Sleek, Drag and Drop, Automatic Recognition			
	Hard Disk Form Factor	2.5 Inches			
	Hard Disk	Mechanical Hard Disk			
	Compatible Devices	Laptop, Desktop			
	Installation Type	External Hard Drive			
	Warranty	1 Year			

Lot#4	External Hard Drive 2 TB		6
	Product Dimensions	10 x 7 x 1cm around	
	Memory Storage Capacity	2000 MB	
	Flash Memory Installed Size	2	
	Digital Storage Capacity	2000 GB	
	Hard Drive Size	2 TB	
	Hard Drive Interface	USB 3.0	
	Removable Storage Native Capacity	2000 GB	
	Hardware Platform	Laptop, PC	
	Hardware Interface	USB 3.0	
	Compatible Devices	Laptop, Desktop	
	Special Features	Compact	
	Mounting Hardware	Portable Drive external storage; USB cable; Quick start guide	
	Batteries Included	No	
	Batteries Required	No	
	Data Transfer Rate	120 Megabits Per Second or above	
	Total Usb Ports	1	
	Connector Type	USB	
	Form Factor	Portable	
	Supports Bluetooth Technology	No	
	Item Weight	190 g	
Lot#5	Printer		6
	Printing Technology	Laser	
	Type of Product	Multifunctional Printer	
	Weight	68 kg - 80 kg	
	Print Resolution	800-1200 x 800 - 1200 Dpi	
	Scanner Type	Photo	
	Function	Print, Copy, Scan	
	Connectivity	Ethernet, WiFi	
	Memory	2 - 6 GB	
	Supported Media Types	Paper, Envelopes, Cards, Brochure Paper	
	Compatible Device	Smartphones	
	Color output	Color , B&W	
	Sheet Size	A3, A4	
	Dimension	650x750x950 mm	
	Printing Output	A6-A3 Monochrome	

		Laser Multifunctional		
	Paper Supply Capacity	1200 sheets 2300 sheets		
	Operating System Type	Windows XP, Windows Vista, Windows 7, Windows 8		
	Scan time	A4, 25 sheets/min A3 15 sheets/min		
	Control Method	Touch		
	Uses For Product	Office		
	Voltage	220 to 240 V		
	Paper Output Capacity	250 - sheets to 1500sheets		
	Power Source	Electric		
	Sales Package	Printer, Toner Cartridge, CD, Power Cable, Usb Cable		
	Warranty	1yr		
Lot#6	Camera Lens		1	
	Minimum Focus Distance	0.38 M (1.25 Ft.)		
	Internal Focusing	Yes		
	Af Actuator	Stm (Stepping Motor)		
	Arneo Coat	Yes		
	Autofocus	Yes		
	Mount Type	Z Mount		
	E-Type	Yes		
	Maximum Aperture	F/2.8		
	Minimum Aperture	F/22		
	Focal Length	24-70mm		
	Nano Crystal Coat	Yes		
	Lens Type	Zoom		
	Filter Size	82mm		
	Format	Full-Frame/Fx-Format		
	Fluorine Coat	Yes		
	Focus Mode	Manual/Auto Manual		
	Lens Category	Travel & Landscape, Video		
	Weight (G) (Body Only)*1	805 G (28.4 Oz.) Based On Cipa Guidelines		
	Dimensions (D X L) (Mm)	89 Mm (3.5 In.) X 126 Mm (4.96 In.) Based On Cipa Guidelines		
	Accepts Filter Type	Screw-In		
	Aspherical Extra-Low Dispersion Glass Elements	4		
	Aspherical Elements	4		
	Lens Elements	17		
	Maximum Reproduction Ratio	0.22x		
	Minimum Angle Of View (Full-Frame/Fx-Format)	34°20'		
	Maximum Angle Of View (Full-Frame/Fx-	84°		

	Format)			
	Minimum Angle Of View (Aps-C Size/Dx-Format)	22° 50'		
	Maximum Angle Of View (Aps-C Size/Dx-Format)	61°		
	Zoom Ratio	2.9x		
	Lens Groups	15		
	Ed Glass Elements	2		
	Diaphragm Blades	9 (Rounded)		
	Compatible Format(S)	Full-Frame/Fx-Format & Aps-C Size/Dx-Format		
	Features	Arneo Coat, Nano Crystal Coat, Autofocus, S-Line		
Lot#7	Power Generator		2	
	Cooling System	Forced Air		
	Displacement	163 cm ³		
	Engine Type	Overhead Valve, Single Cylinder		
	Frequency	50Hz		
	Fuel Tank Capacity	minimum 9.4 L		
	Voltage	230V		
	Features	Engine with electric start		
	No. of Strokes	4		
	Output worker	At least 2.1 Kva(Max)		
	Start System	Recoil Start		
	Weight	At most 91 kg		
Lot#8	Colour Printer		12	
	Printer Type	Ink Tank		
	Functions	Print, Scan and Copy		
	Printer output	Colour		
	Scanner	Yes with ADF Scanner		
	Maximum Print Speed (Colour)	20 -30 ppm		
	Max Print speed Monochrome	25 - 33 ppm		
	Special Feature	Auto-Duplex, Refillable Ink Tank, Compact, Borderless Printing		
	Connectivity	USB & Wifi		
	Scanner resolution	1200X2400 dpi		
	Maximum Print Resolution	5760 x 1440 dpi		
	Page size	A4, Legal, letter		
	Max paper thickness	256 gsm		
	Maximum Input Sheet Capacity	Upto 250 sheets		
	Included Components	Printer, ink Bottle, USB		

		Cable, Power Cable, CD			
	Product Dimensions	3.8 x 3.5 x 2.3 cm; 1.8 Kilograms			
	Warranty	1 Year			
Lot#9	Desktop		1		
	Processor	12th Generation Intel® Core™ i5-12450H Processor (E-cores up to 3.30 GHz P-cores up to 4.40 GHz)			
	Operating System	Windows 11 Home Single Language 64			
	Display Type	68.58cms (27) FHD (1920 x 1080), IPS, Non-Touch, 250 nits, WLED Backlight			
	Memory	16 GB to 18 GB DDR4-3200MHz (SODIMM)			
	Hard Drive	1 TB SSD M.2 2280 PCIe Gen4 TLC			
	Speaker	3Wx2			
	AC Adapter	90W			
	Software Preload	Genuine Office Home and Student 2021			
	Graphics	Integrated Intel® UHD Graphics for 12th Gen Intel® Processors			
	Ports	2xUSB 2.0, 2xUSB 3.2 Gen 2, HDMI 1.4, Ethernet (RJ-45)			
	Weight	8.8 Kgs			
	Networking	Integrated 100/1000M			
	Form Factor	All In One 89% Power 90W			
	Keyboard	Calliope with Mouse - India English			
	WiFi Wireless LAN Adapters	Wi-Fi 6 11AX (2x2) & Bluetooth® 5.1			



Meghalaya Basin Management Agency

Draft Purchase Order – Goods

for

Procurement of Office Equipment under MLAMP

Ref No: MBMA/MLAMP/SPMU/62/G-153/2023/

To:.....
Attn:
Street:.....
Town:.....
Postal Code:.....
Country:.....
Tel:

Dated:

We are pleased to inform you that your quotation referencedatedhas been accepted. You will be required to supply the Goods as detailed on the attached schedule of requirements against the terms contained in this purchase order. This order is placed subject to the attached conditions of contract for purchase orders, except where modified by the terms stated below.

Specific terms of this purchase order:

1. **Contract sum:** The contract sum is INR.....
2. **Completion period:** The goods are to be delivered within *45 days* from the date of this purchase order; that is by *[insert date]*.
3. **Warranty:**
 - a. Lot# 1- Lot# 2 - Warrant is 1 Year to 3 Years inclusive of battery from the date of delivery.
 - b. Lot#3 – Lot#6 - Warrant is 1 Year from the date of delivery.
 - c. Lot# 7 – Lot# 7 - Warrant is 2 Years from the date of delivery.
 - d. For Lot# 8 - Warrant is 1 Year from the date of delivery.
 - e. Lot#9 - Warrant is 1-3 Year from the date of delivery.
4. **Delivery point:** To be delivered at the O/o the Meghalaya Basin Management Agency, MBDA Building, - Meghalaya State Housing Cooperative and Financing Society Campus, Upper Nongrim Hills, Shillong, PIN-793003.
5. **Contact person:** Enquiries and documentation should be addressed to Meghalaya Basin Management Agency
MBDA Building, - Meghalaya State Housing Cooperative and Financing Society Campus,
Upper Nongrim Hills,
Shillong, PIN-793003
Facsimile: 0364-2522043; **Email:** mlamp.procurement@gmail.com

6. **Payment to supplier:** Payment will be made in full **within 30 days** on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- a) An original and two copies of the invoice;
- b) A delivery note evidencing acceptance of the Goods;
- c) An acceptance certificate signed by Mrs. Minila Suiam, Manager, Finance, MLAMP, MBMA.

7. **Incidental services:** Not Applicable

8. **The performance security** — Not Applicable.

9. The following documents attached as appendices form part of this contract:

- Conditions of contract for purchase orders;
- Supplier's quotation; and
- Self-certification form.

Schedule of Requirements

Item No	Description	Unit of Measure	Quantity	Unit Price (INR)	GST (INR)	Total Price (INR)	Period of delivery (expressed in terms of number of days following the PO date)
Lot#1	Laptop- Type 1	Nos.	11				The goods/service are to be delivered within 45 days from the date of the purchase order
Lot#2	Laptop Type - 2	Nos.	4				
Lot#3	External Hard Drive 4 TB	Nos.	1				
Lot#4	External Hard Drive 2TB	Nos.	6				
Lot#5	Printer	Nos.	6				
Lot#6	Camera Lens	Nos.	1				
Lot#7	Power generator	Nos.	2				
Lot#8	Colour Printer	Nos.	12				
Lot#9	Desktop	Nos.	1				
	Total Order Price						

For the procuring entity

Signature:

Date:

Name:

Title:

For the supplier

Signature:

Date:

Name:

Title:

Conditions of Contract for Purchase Orders

1. Definitions

- a) “Contract” means the agreement between the purchaser and the supplier, as described in the purchase order and other documents referred to in the purchase order.
- b) “Contract price” means the price, inclusive of all amounts for taxes and contributions (as the term is defined in the financing agreement) payable to the supplier under the contract.
- c) “Goods” means the goods, which the supplier is required to supply to the purchaser under the contract.
- d) “Incidental services” means any service ancillary to the supply of the Goods, such as installation, commissioning, provision of technical assistance, and training.
- e) “The purchaser” means the procuring entity that issues this purchase order.
- f) “Supplier” means the natural person or legal person who will supply the Goods.
- g) “Bidding documents” means the documents issued by the purchaser for the procurement of the Goods.

2. Use of contract documents and information

- 2.1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information specified in CC clause 2.1, except for purposes of performing the contract.
- 2.3. All documents enumerated in CC clause 2.1, other than the contract itself, shall remain the property of the purchaser and shall be returned (all copies) to the purchaser upon completion of the supplier’s performance of its obligations under the contract, if so required by the purchaser.

3. Patent rights

- 3.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, copyright, industrial design rights or other intellectual property rights arising from use of the Goods or any part thereof in the purchaser’s country and from the sale of products produced by the Goods in any country.
- 3.2. 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.
- 3.3. Any studies, reports or other material, graphic, software or otherwise, prepared by the supplier for the purchaser under the contract shall belong to and remain the property of the purchaser. The

supplier may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the purchase order.

3.4. The supplier shall hold the purchaser harmless from and against all suits, proceedings, claims, demands, losses and liabilities of any kind or nature brought by any party against the purchaser in connection with, based on, arising from, or relating to the contract. This shall include, but not be limited to litigation costs and expenses, attorney's fees, settlement payments and damages.

4. Inspections and tests

4.1. The purchaser or its representative shall have the right to inspect and to test the goods to confirm their conformity to the contract at no extra cost to the purchaser. The purchaser shall notify the supplier about any inspections and tests the purchaser requires and where they are to be conducted. Further, the purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.

4.2. At the option of the purchaser, inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at the point of delivery, or at the project site. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

4.3. Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the purchaser.

4.4. The purchaser's right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the purchaser or its representative prior to shipment, installation or other performance in the purchaser's country.

4.5. Nothing in CC Clause 4 shall in any way release the supplier from any warranty or other obligations under this contract.

5. Packing

5.1. The supplier shall provide such packing of goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.

5.2. 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 specified in the contract documents and through any subsequent instructions issued by the purchaser.

6. Incidental services

6.1. A supplier shall provide the incidental services indicated in the contract.

7. Spare parts

7.1. Unless not required under the contract, the supplier shall provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier including such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract.

7.2. In the event of termination of production of the spare parts:

- a) the supplier shall give advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b) following such termination, furnishing at no cost to the purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

8.Warranty

8.1. The supplier warrants that the goods are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods have no defect arising from design, materials, or workmanship or from any act or omission of the supplier, which may develop under normal use of the Goods in the conditions prevailing in the purchaser's country.

8.2. Items offered should be covered by at least 3 Years or 100,000 km warranty from the date of delivery to the Purchaser/Procuring Entity. Goods offered shall be new, unused and based on the manufacturer's current and most recent model. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

8.3. Upon receipt of such notice, the supplier shall, with all reasonable speed, and in any case within 72 hours, repair or replace the defective Goods or parts thereof, without costs to the purchaser unless otherwise agreed in writing by the contracting parties.

8.4. If the supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, the purchaser may proceed to take 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.

9. Payment

9.1. The supplier's requests for payment shall be in writing and accompanied by an invoice and the required documents.

9.2. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice by the supplier and certification from the purchaser, whichever is later.

9.3. Payments shall be made in the currency of the purchaser order, unless otherwise stated.

10. Prices

10.1. The contract price shall not vary from the prices quoted by the supplier in its bid except for any price adjustments authorized in the contract.

11. Change orders

11.1. The purchaser may, at any time, issue a written order to the supplier regarding changes in any, some or all of the following:

- a) drawings, designs or specifications for the Goods;
- b) methods of shipment and packing of the Goods;
- c) the place of performance or delivery of the Goods; and
- d) the incidental services.

11.2. If a change order will cause an increase or decrease in the cost of, or the time required for the supplier's supply of the Goods, the parties shall exert their best effort to agree on an equitable adjustment in the contract price, the delivery schedule, or both. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the change order.

12. Contract amendments

12.1. No variation or modification of the terms of the contract shall be made except by either (a) a written amendment signed by the parties, or (b) a change order.

13. Assignment

13.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this contract, except with the prior written consent of the purchaser.

14. Sub-contracts

14.1. The supplier shall notify the purchaser in writing about all subcontracts for the supply of the Goods. Such notification shall not relieve the supplier from any liability or obligation under the contract.

15. Delays in the supplier's performance

15.1. If the supplier foresees or encounters conditions impeding timely delivery of the Goods, the supplier shall promptly notify the purchaser in writing of the fact of the actual or foreseen delay, its likely duration and its causes.

15.2. No extension of the supplier's time for performance shall be effective unless the parties amend the contract.

16. Liquidated damages

16.1. Subject to CC clause 18, if the supplier fails to deliver all Goods within the period specified in the contract, the purchaser may, without prejudice to other remedies under the contract (including termination of the contract), deduct, as liquidated damages, 0.5% from the contract price for each week of delay or fraction thereof, until delivery of all Goods, up to 10% of the contract price.

17. Termination

17.1. Without prejudice to any other remedy for breach of contract, the purchaser may terminate this contract in whole or in part by written notice to the supplier:

- a) if the supplier fails to deliver all the Goods within the period specified in the contract;
- b) if the supplier fails to perform any other obligation(s) under the contract;

- c) if the supplier or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the IFAD Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities⁴ in any IFAD-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;
- d) if the supplier is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arise out of or in connection with the performance of the contract;
- e) if the supplier becomes bankrupt or otherwise insolvent;
- f) if at any time the purchaser decides to terminate the contract for its own convenience; or
- g) if the supplier fails to provide a performance security within fifteen (15) days in case a performance security is part of this contract.

17.2. For the purpose of this clause: “corrupt practice” and “fraudulent practice” carries meaning defined in the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.

17.3. In the event that the purchaser terminates the contract in whole or in part under clause 17.1(a), (b), (c) or (d), the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those that the supplier failed to deliver, provide or perform, and the supplier shall be liable to the purchaser for any excess costs for such similar Goods. However, the supplier shall continue its performance of its obligations under the contract to the extent that the contract was not terminated.

17.4. If the contract is for goods, in the event that the purchaser terminates the contract in whole or in part under clause 17.1 (e), the goods that are complete and ready for shipment within thirty (30) 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:

- a) to have any portion completed and delivered at the contract terms and prices; and/or
- b) to cancel the remainder and pay to the supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the supplier.

18. Force majeure

18.1. The purchaser may not deduct the liquidated damages from the contract price, or terminate the contract under clause 17.1(a) or (b) if the supplier’s delay in the performance of its obligations under the contract is the result of an event of force majeure.

18.2. For purposes of this clause, “event of force majeure” means an exceptional event or circumstance which satisfies all of the following conditions: (a) such event or circumstance is beyond the control of the supplier, (b) the supplier could not reasonably have provided against such event or circumstance before entering into the contract, (c) such event or circumstance having arisen, the supplier could not reasonably have avoided or overcome such event or circumstance, and (d) the such event or circumstance is not in any way attributable to the supplier. Such events may include, but are not restricted to, acts of the purchaser’s country in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

⁴The policy is accessible at www.ifad.org/anticorruption_policy.

18.3. If an event of force majeure occurs, 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 event of force majeure.

19. Settlement of disputes

19.1. If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20. Limitation of liability

20.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement as described in CC clause 3,

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 contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Language

21.1. Unless the purchaser agrees otherwise, all documents referred to in the contract and all communications from supplier to the purchaser shall be in the English language.

22. Applicable law

22.1. The contract shall be interpreted in accordance with the laws of the purchaser's country.

23. Notices

23.1. Any notice given by one party to the other pursuant to the contract shall be in writing and delivered to the other party in person or by courier, electronic mail or facsimile, to the other party's address specified in the contract.

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and duties

24.1. The supplier should carefully read the provisions and revenue regulations of the applicable law.

24.2. The supplier shall be entirely responsible for all taxes, customs duties, license fees, and other such levies imposed both inside and outside of the purchaser's country by reason of or in relation to the contract.

24.3. Unless exempt under applicable laws and regulations, the supplier is subject to taxes and contributions for payments under this contract, as may be required under applicable laws and regulations. In no event shall the purchaser be responsible for the payment or reimbursement of any

taxes and contributions. In the event that any taxes and contributions are imposed on the supplier, the contract price shall not be adjusted to account for such taxes and contributions.

25. Performance security

25.1. The supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the due performance of this contract in the amount or percentage specified in the purchase order.

25.2. 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 in accordance with the terms of this contract.

25.3. The performance security shall be denominated in the currency of this contract, and shall be in the form of either a bank guarantee, bond or an irrevocable standby letter of credit issued by a reputable bank or surety located in purchaser's country and in form and substance satisfactory to the purchaser, substantially in the appropriate form included as an annex to this purchase order.

25.4. 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 this contract, including any warranty obligations.

26. Prohibition of Fraud and Corruption

27.1 The Supplier shall abide by and perform the contract in compliance with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy")⁵. Failure to comply with this policy may lead to termination of contract as set out above at para. 17.1(c).

27.2 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with its Anticorruption Policy.

27.3 The supplier will take appropriate measures to inform potential sub-contractors, sub-consultants, suppliers, agents and any of its agents or personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.

27.4 The supplier is required to complete and sign the attached self-certification form. In particular, the supplier is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

27.4 The supplier is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund.

⁵The policy is accessible at: www.ifad.org/anticorruption_policy.

27.5 The supplier shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

27. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse

28.1 The supplier expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse⁶, which is an integral part of these conditions of contract for purchase orders. The supplier shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the supplier or any of its subcontractors in the performance of the contract. The supplier shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

⁶The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.

Self-Certification Form

This self-certification form is to be completed by the supplier. The supplier shall submit the completed form together with the signed contract agreement to *Meghalaya Basin Management Agency*. Instructions for completing this form are provided below.

Full legal name of supplier:	
Full legal name of supplier's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the supplier]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the supplier and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The supplier should print out, date, and attach the results page(s) to the self-certification form, which should read, “no matching records found”.

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the supplier itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the supplier should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the supplier believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the supplier to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the supplier as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.