

**Government of Meghalaya  
North Eastern Region Capital Cities Development  
Investment Programme  
(ADB Loan No. 2834-IND)**

**(RE-BID NO 2)**

**B I D D I N G   D O C U M E N T  
For**

**Procurement of  
Vehicles and Equipment for Waste Management at Shillong**

**Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - Lot P 1  
&  
Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - Lot P 2**

**Single Stage Two Envelope Bidding Procedure**

**Under**

**National Competitive Bidding**

**Volume I - Technical Bid**

**Issued on:**

**Invitation for Bids No.: SIPMIU/MEG/27/2017/8**

**NCB No.: NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1)**

**Employer: State Investment Project Management & Implementation Unit,  
Shillong represented by Project Director.**

**Country: India**

## **Preface**

This Bidding Document for Procurement of Goods has been prepared by State Investment Project Management & Implementation Unit, Shillong and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank, dated September 2010

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.

The Bid document is prepared for Procurement of Vehicles and Equipment for Waste Management at Shillong.

## **Table of Contents**

### **Volume 1: Technical Bid**

#### **PART 1 – Bidding Procedures**

Section I.	Instructions to Bidders .....	1-1
Section II.	Bid Data Sheet .....	2-1
Section III.	Evaluation and Qualification Criteria.....	3-1
Section IV.	Bidding Forms .....	4-1
Section V.	Eligible Countries.....	5-1

#### **PART 2 – Supply Requirements**

Section VI.	Schedule of Supply.....	6-1
-------------	-------------------------	-----

#### **PART 3 – Conditions of Contract and Contract Forms**

Section VII.	General Conditions of Contract .....	7-1
Section VIII.	Special Conditions of Contract .....	8-1
Section IX.	Contract Forms.....	9-1

### **Volume II-Price Proposal**

Price Proposal Submission Sheet.....	2
Abstract of Bid Prices.....	3
Part A- Price Schedule for goods to be offered from within India.....	4
Part B-Price Schedule for goods to be offered from outside India .....	8

## **Abstract of Bid**

1. **Name of the Program** : North Eastern Region Capital Cities Development Investment Programme (NERCCDIP) – Tranche-2
2. **Name of the Work and Contract Package No.** : Procurement of Vehicles and Equipment for Waste Management at Shillong  
**NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - LOT P 1**  
**NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - LOT P 2**
3. **The Employer** : State Investment Project Management and Implementation Unit represented by the Project Director, Government of Meghalaya
4. **Bid Document Issued To** :
5. **Signature of Issuing Officer with Date and Seal** :
6. **a) Dates of issue of Bid document** : From: 8<sup>th</sup> November 2017  
**b) Last date and time for receipt of Bids** : Date :18<sup>th</sup> January 2018 Time: 14:00 hours  
**c) Date and time for opening of Bids** : Date: 18<sup>th</sup> January 2018 Time: 14:30 hours
7. **Period of bid validity** : 120 (one hundred and twenty) days, after the bid submission deadline date
8. **Amount of Bid Security** : **NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1) Lot P1- INR 75,000/-**  
**NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1) Lot P2 - INR 1,75,000/-**  
**Or for bidder wishing to bid for both the two packages the Bid security amount will be INR 2,50,000/-**  
in the form of a bank guarantee or demand draft issued by a nationalized or schedule bank in India, valid for a period of 28 days after expiry of the bid validity period i.e. up to **18<sup>th</sup> June 2018**
9. **Performance Security** : 10% of the contract amount in the form of an Unconditional Bank Guarantee, to be provided within 28 (Twenty Eight) days of date of the Notification of Award from the Employer
10. **Period Within Which Formal Agreement Shall be Executed After Notification by the Employer:** : Within 28 (Twenty-Eight) days from the date of Notification of Award from the Employer.
11. **Time for Execution of the Contract:** : **10 months**
12. **Amount of Penalty for Delay** : 0.05% (zero-point zero five percent) of the full contract value for every day of delay and a part thereof in completion of the supply up to a maximum deduction of 10% of the contract value.
13. **Cost of Bid Document** : Rs. 4000/- (Rupees Four Thousand only)

**GOVERNMENT OF MEGHALAYA  
OFFICE OF THE PROJECT DIRECTOR  
STATE INVESTMENT PROJECT MANAGEMENT AND IMPLEMENTATION UNIT  
ASIAN DEVELOPMENT BANK- ASSISTED NERCCDIP-PROJECT  
URBAN AFFAIRS COMPLEX, DHANKHETI, SHILLONG.  
E-mail [pdspm-meg@gov.in](mailto:pdspm-meg@gov.in)/[pd.sipmiushillong@gmail.com](mailto:pd.sipmiushillong@gmail.com). Phone No.0364-2505463**

No. SIPMIU/MEG/27/2017/8,

Dated Shillong the 7<sup>th</sup> November, 2017

**INVITATION FOR BIDS**

**Contract Title:**

1. Procurement of Vehicles and Equipment for Waste Management at Shillong (NCB Number: - NERCCDIP/TR-2/SHG/PH 2/ SWM /05 (RT-1),  
Package No NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) Lot P1 &  
Package No NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) Lot P2  
Invitation Number: SIPMIU/MEG/27/2017/8  
Dead line for the Bid -18<sup>th</sup> January, 2018 at 14.00 hrs.

1. India has applied for a loan from the Asian Development Bank (ADB) towards the cost of Project under North Eastern Region Capital Cities Development Investment Program. Part of this loan will be used for payment under the contract named above. Bidding is open to bidder from eligible source countries of the ADB. This contract will be jointly financed by Ministry of Housing and Urban Affairs, Government of India. The eligibility rules and procedures of the ADB will govern the bidding process.
2. On behalf of the Government of Meghalaya, the Project Director, State Investment Project Management and Implementation Unit, Shillong, Urban Affairs Department, Government of Meghalaya (The employer) invites sealed bids from eligible bidders for the above works at Shillong. The bid should include all the goods and related services included in the contract package. Offers for part scope of the work will not be considered.
3. Bidders may bid for one or both the two packages, as further defined in the bidding document. Bidders wishing to offer discounts, in case they are awarded both the packages, will be allowed to do so, provided those discounts are included in the Letter of Price Bid.
4. Only eligible bidders with the qualifications as prescribed in bidding document should participate in the bidding. However some of the Major qualifications required are as follows:

**Major Qualification Criteria:**

Sl. No.	Qualification Parameter	Minimum Requirements for	
		NERCCDIP/TR-2/SHG/PH 2/ SWM /05 (RT-1),	
		NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) Lot P1	NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) Lot P2
1	Experience in relevant business	5 years	5 years
2	Average annual turnover in last 3 years in Lakhs (INR)	37	85
3	Particular experience in the relevant field	3 years	3 years
4	Bid Security in lakhs (INR)	0.75	1.75

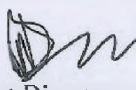
5. If a Bidder submits successful bids for both packages, the evaluation will include an assessment of bidders' capacity to meet the aggregated requirement of the contract packages. However, for complete eligibility and qualification requirements refer Section 3: Evaluation and Qualification of the bidding document.
6. National Competitive Bidding will be conducted in accordance with ADB's Single Stage: Two Envelope bidding procedure.

7. Interested eligible Bidders may, inspect the Bidding Document and obtain further information from office of the Project Director, State Investment Project Management & Implementation Unit (SIPMIU), Urban Affairs complex, Dhankheti, Shillong-793001. Tele-Fax: 0364-2505463. Electronic mail address: [pd.sipmiushillong@gmail.com](mailto:pd.sipmiushillong@gmail.com). website: <http://sipmiu.nic.in> from 14/11/2017 between 11:00 to 16:00 hours on all working days.
8. A complete set of bidding documents, in the English Language, may be purchased by interested eligible bidders on submission of a written application to the Project Director, SIPMIU, Urban Affairs Complex, Dhankheti, Shillong on payment of non-refundable fee of Indian Rupees ₹.4,000/- (Four Thousand only), during normal office hours on all working days from 14/11/2017. Those bidders who desire to receive the Bidding Documents by courier shall pay Indian Rupees. ₹. 2000 (Two Thousand only) per bid document, extra for delivery within India and Indian Rupees ₹. 3000 (Three Thousand only) per bid document, extra for delivery to any place outside India. The fee and courier charges shall be paid in Indian Rupees or an equivalent amount in a freely convertible currency only in the form of demand draft favoring the Project Director, SIPMIU, Shillong, payable at Shillong. No liability will be accepted for loss or late delivery. The bid notification and bidding document can also be downloaded from the Program website <http://sipmiu.nic.in>. In this case the bid should be submitted along with required non refundable fees. In absence of this fee, bid will not be accepted.
9. A prebid meeting will be organized for the interested bidders on the dates and timings as mentioned below:  
**Date & Time of Prebid meeting: 20<sup>th</sup> December 2017 at 11.30 AM**  
 The Prebid meeting will be held in the office of the Project Director, SIPMIU, Urban Affairs Complex, Dhankheti, Shillong. Interested bidders may choose to attend the prebid meeting at their own expenses.
10. Sealed bids must be delivered to the address mentioned above under para 7 before 14.00 hours on or before the dates as mentioned in the table below.

<b>Package number</b>	<b>NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) Lot P1</b>
	<b>NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) Lot P2</b>
<b>Last date for Bid Submission</b>	<b>18/01/2018</b>

11. All bids must be accompanied by the specified bid security as part of the bid. The amount & currency of the bid security shall be as specified in table of para 3. The bid security shall be in the form of a Bank Guarantee or a Demand Draft in favour of Project Director, SIPMIU, Shillong payable at Shillong issued by a nationalized or scheduled bank in India and valid for the period of bid validity and an additional period of 28 days. Late bids shall be rejected. Technical Bids will be opened immediately thereafter at 15:00 hours on the same day and at the same place in the presence of the bidders or bidders' representatives who choose to attend. In the event of the specified date of bidding/opening being declared a holiday for the Employer/Purchaser, the bids shall be received and opened at the same time and place on the next working day.
12. SIPMIU will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of the bids.

13. Project Director, SIPMIU, Shillong reserves the right to accept any bid or reject any and all bids.


  
Project Director  
SIPMIU, Shillong

No. SIPMIU/MEG/27/2017/8-A,

Dated, Shillong the 7<sup>th</sup> November, 2017.

Copy to :-

1. To The P.S. to the Principal Secretary to the Government of Meghalaya, Urban Affairs Department for information of the Principal Secretary.
2. The Deputy Secretary, Ministry of Housing and Urban Affairs, Government of India, Nirman Bhawan, New Delhi for information.
3. Country Director, INRM, Asian Development Bank, 4 San Martin Marg, Chanakyapuri, New Delhi – 110021, for information.
4. Mr. Vivek Vishal, Urban Development Specialist, South Asian Department, Asian Development Bank, 4 San Martin Marg, Chanakyapuri, New Delhi – 110021, for information.
5. The Deputy Secretary to the Government of Meghalaya, Urban Affairs Department for information.
6. The Senior Technical Director, National Informatics Centre, Meghalaya, Shillong with a request to upload the advertisement in the office's website <http://sipmiu.nic.in>; State Government website <http://meghalaya.nic.in>. & SMB website <http://smb.gov.in>. A soft copy of the advertisement is enclosed.

  
Project Director  
SIPMIU, Shillong



# Section I. Instructions to Bidders

## Table of Contents

<b>A.</b>	<b>General.....</b>	<b>1-3</b>
1.	Scope of Bid.....	1-3
2.	Source of Funds.....	1-3
3.	Corrupt Practices .....	1-3
4.	Eligible Bidders .....	1-5
5.	Eligible Goods and Related Services .....	1-6
<b>B.</b>	<b>Contents of Bidding Document.....</b>	<b>1-7</b>
6.	Sections of the Bidding Document .....	1-7
7.	Clarification of Bidding Document .....	1-8
8.	Amendment of Bidding Document.....	1-8
<b>C.</b>	<b>Preparation of Bids .....</b>	<b>1-8</b>
9.	Cost of Bidding.....	1-8
10.	Language of Bid.....	1-8
11.	Documents Comprising the Bid.....	1-8
12.	Bid Submission Sheets and Price Schedules.....	1-10
13.	Alternative Bids .....	1-10
14.	Bid Prices and Discounts .....	1-10
15.	Currencies of Bid.....	1-12
16.	Documents Establishing the Eligibility of the Bidder.....	1-12
17.	Documents Establishing the Eligibility of Goods and Related Services .....	1-12
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document.....	1-12
19.	Documents Establishing the Qualifications of the Bidder .....	1-13
20.	Period of Validity of Bids .....	1-13
21.	Bid Security .....	1-13
22.	Format and Signing of Bid.....	1-15
<b>D.</b>	<b>Submission and Opening of Bids .....</b>	<b>1-15</b>
23.	Sealing and Marking of Bids.....	1-15
24.	Deadline for Submission of Bids .....	1-16
25.	Late Bids .....	1-16
26.	Withdrawal, Substitution, and Modification of Bids.....	1-16
27.	Bid Opening .....	1-17
<b>E.</b>	<b>Evaluation and Comparison of Bids .....</b>	<b>1-19</b>



28.	Confidentiality.....	1-19
29.	Clarification of Bids .....	1-19
30.	Responsiveness of Technical Proposal.....	1-20
31.	Nonconformities, Errors, and Omissions.....	1-20
32.	Preliminary Examination of Bids.....	1-21
33.	Examination of Terms and Conditions; Technical Evaluation.....	1-22
34.	Conversion to Single Currency.....	1-22
35.	Margin of Preference.....	1-22
36.	Evaluation of Bids .....	1-22
37.	Comparison of Bids.....	1-23
38.	Postqualification of the Bidder.....	1-23
39.	Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids .....	1-24
<b>F.</b>	<b>Award of Contract .....</b>	<b>1-24</b>
40.	Award Criteria .....	1-24
41.	Purchaser's Right to Vary Quantities at Time of Award .....	1-24
42.	Notification of Award .....	1-24
43.	Signing of Contract.....	1-25
44.	Performance Security.....	1-25

	<b>A. General</b>
<b>1. Scope of Bid</b>	<p>1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply (SS). The name, identification, and number of lots of the National Competitive Bidding (NCB) are provided in the BDS.</p>
	<p>1.2 Throughout this Bidding Document:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form with proof of receipt;</li> <li>(b) if the context so requires, singular means plural and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “the ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Bidding Document is issued.</p>
	<p>2.2 Payments by the ADB will be made only at the request of the Borrower and upon approval by the ADB in accordance with the terms and conditions of the financing agreement between the Borrower and the ADB (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.</p>
	<p>2.3 The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.</p>
<b>3. Corrupt Practices</b>	<p>3.1 ADB’s Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB:</p> <ul style="list-style-type: none"> <li>(b) defines, for the purposes of this provision, the terms set forth below</li> </ul>

	<p>as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) “coercive practice” means 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 party;</li> <li>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</li> </ul> <p>(c) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;</p> <p>(d) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;</p> <p>(e) will sanction a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices; and</p> <p>(f) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other</p>
--	--

	documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
	3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (c) of the General Conditions of Contract.
<b>4. Eligible Bidders</b>	<p>4.1 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB Sub-Clause 4.5) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:</p> <ul style="list-style-type: none"> <li>(a) all parties to the JV shall be jointly and severally liable; and</li> <li>(b) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</li> </ul>
	4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
	<p>4.3 ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under ADB's Anticorruption Policy. In pursuance of ADB's Anticorruption Policy's requirement that Borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics. ADB will take appropriate actions, which include not financing of the contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) have controlling shareholders in common; or</li> </ul>

	<p>(b) receive or have received any direct or indirect subsidy from any of them; or</p> <p>(c) have the same legal representative for purposes of this Bid; or</p> <p>(d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or</p> <p>(e) a Bidder 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 it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or</p> <p>(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.</p>
	<p>4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed or ADB-supported project while under sanction by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such sanction was directly imposed by ADB, or imposed by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected.</p>
	<p>4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Purchaser.</p>
	<p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
	<p>4.7 Firms shall be excluded if 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 persons or entities in that country.</p>
<b>5. Eligible Goods and Related Services</b>	<p>5.1 All goods and related services to be supplied under the Contract and financed by the ADB, shall have as their country of origin an eligible country of the ADB (see Section V, Eligible Countries).</p>
	<p>5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial</p>

		plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
	5.3	The term “country of 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 imported components.
	5.4	The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
	5.5	If so 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 V, 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.
	<b>B. Contents of Bidding Document</b>	
<b>6. Sections of the Bidding Document</b>	6.1	<p>The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.</p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section II. Bid Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> <li>• Section V. Eligible Countries</li> </ul> <p><b>PART 2 Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VI. Schedule of Supply</li> </ul> <p><b>PART 3 Contract</b></p> <ul style="list-style-type: none"> <li>• Section VII. General Conditions of Contract (GCC)</li> <li>• Section VIII. Special Conditions of Contract (SCC)</li> <li>• Section IX. Contract Forms</li> </ul>
	6.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
	6.3	The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.
	6.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all

		information or documentation required by the Bidding Document may result in the rejection of the Bid.
<b>7. Clarification of Bidding Document</b>	7.1	A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.
<b>8. Amendment of Bidding Document</b>	8.1	At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.
	8.2	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.
	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 the Bids, pursuant to ITB Sub-Clause 24.2
	<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	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.
<b>10. Language of Bid</b>	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 the language specified in the BDS. 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 in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>11. Documents Comprising the Bid</b>	11.1	The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Proposal and the other the Price Proposal, enclosed together in an outer single envelope.



	<p>11.2 Initially, only the Technical Proposals are opened at the address, date and time specified in ITB Sub-Clause 27.1. The Price Proposals remain sealed and are held in custody by the Purchaser. The Technical Proposals are evaluated by the Purchaser. No amendments or changes to the Technical Proposals are permitted. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.</p>
	<p>11.3 Price Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.</p>
	<p>11.4 The Technical Proposal shall contain the following :</p> <ul style="list-style-type: none"> <li>(a) Technical Proposal Submission Sheet;</li> <li>(b) Bid Security, in accordance with ITB Clause 21;</li> <li>(c) alternative Technical Proposal, if permissible, in accordance with ITB Clause 13;</li> <li>(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;</li> <li>(e) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;</li> <li>(f) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> <li>(g) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Document;</li> <li>(h) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and</li> <li>(i) any other document required in the BDS.</li> </ul>
	<p>11.5 The Price Proposal shall contain the following :</p> <ul style="list-style-type: none"> <li>(a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;</li> <li>(b) alternative Price Proposal corresponding to the alternative Technical Proposal, if permissible, in accordance with ITB Clause 13; and</li> <li>(c) any other document required in the BDS.</li> </ul>

<b>12. Bid Submission Sheets and Price Schedules</b>	12.1 The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
	12.2 The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.
<b>13. Alternative Bids</b>	13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
<b>14. Bid Prices and Discounts</b>	14.1 The prices and discounts quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
	14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3
	14.3 The price to be quoted in the Price Proposal Submission Sheet excluding any discounts offered.
	14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Price Proposal Submission Sheet.
	14.5 The terms EXW, CIF, 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, at the date of the Invitation for Bids or as specified in the BDS.
	14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be 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:  (a) For Goods offered from within the Purchaser's country:  (i) the price of the goods quoted EXW (ex works, ex

	<p>factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;</p> <p>(ii) Sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and</p> <p>(iii) the total price for the item.</p> <p>(b) For Goods offered from outside the Purchaser's country:</p> <p>(i) the price of the goods quoted CIF(named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;</p> <p>(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS.</p> <p>(iii) the total price for the item.</p> <p>(c) For Related Services:</p> <p>(i) the local currency cost component of each item comprising the Related Services; and</p> <p>(ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all custom duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder</p>
	<p>14.7 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 Clause 30. 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.</p>
	<p>14.8 If so indicated in ITB Sub-Clause 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their Price</p>

		Proposals the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the Price Proposals for all lots are submitted and opened at the same time.
<b>15. Currencies of Bid</b>	15.1	<p>Bid prices shall be quoted in the following currencies:</p> <p>(a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.</p> <p>(b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.</p>
<b>16. Documents Establishing the Eligibility of the Bidder</b>	16.1	<p>To establish their eligibility in accordance with ITB Clause 4, Bidders shall:</p> <p>(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and</p> <p>(b) if the Bidder is an existing or intended JV in accordance with ITB Sub-Clause 4.1, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.</p>
<b>17. Documents Establishing the Eligibility of Goods and Related Services</b>	17.1	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.
<b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b>	18.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence specified in Section VI, Schedule of Supply.
	18.2	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the

	provisions of Section VI, Schedule of Supply.
	18.3 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 Supply, 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 Schedule of Supply.
<b>19. Documents Establishing the Qualifications of the Bidder</b>	<p>19.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>19.2 If so required in the <b>BDS</b>, 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.</p> <p>19.3 If so required in the <b>BDS</b>, a Bidder that does not conduct business within the Purchaser's Country shall submit evidence that it will be 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.</p>
<b>20. Period of Validity of Bids</b>	20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
	20.2 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 21, 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.
<b>21. Bid Security</b>	21.1 Unless otherwise specified in the <b>BDS</b> , the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a Bid Security as specified in the <b>BDS</b> . In the case of a Bid

	Security, the amount shall be as specified in the <b>BDS</b> .
	<p>21.2 If a Bid-Securing Declaration is specified pursuant to ITB 21.1 the Bidder shall use the form included in Section IV, Bidding Forms.</p> <p>21.3 The Bid Security shall be, at the Bidder's option, in any of the following forms:</p> <ul style="list-style-type: none"> <li>(a) a bank guarantee;</li> <li>(b) an irrevocable letter of credit; or</li> <li>(c) a cashier's or certified check;</li> </ul> <p>all from a reputable bank from an eligible country. In case of a a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms, or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.</p>
	21.4 If a bid Security is required in accordance with ITB Sub-Clause 21.1, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.2, shall be rejected by the Purchaser as nonresponsive.
	21.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB 43 and ITB Clause 44.
	21.6 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.
	<p>21.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 20.1, except as provided in ITB Sub-Clause 20.2; or</li> <li>(b) if the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) Sign the Contract in accordance with ITB Clause 43;</li> <li>(ii) Furnish a Performance Security in accordance with ITB Clause 44; or</li> <li>(iii) Accept the correction of its Bid Price pursuant to ITB Clause 31.</li> </ul> </li> </ul>
	21.8 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 16.1.

<b>22. Format and Signing of Bid</b>	22.1 The Bidder shall prepare one original of the Technical Proposal and one original of the Price Proposal as described in ITB Clause 11 and clearly mark each "ORIGINAL - TECHNICAL PROPOSAL" and "ORIGINAL - PRICE PROPOSAL". In addition, the Bidder shall submit copies of the Technical Proposal and the Price Proposal, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL PROPOSAL" and "COPY NO.... - PRICE PROPOSAL". In the event of any discrepancy between the original and the copies, the original shall prevail.
	22.2 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. This 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, except for un-amended printed literature, shall be signed or initialled by the person signing the Bid.
	22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
<b>D. Submission and Opening of Bids</b>	
<b>23. Sealing and Marking of Bids</b>	23.1 The Bidder shall enclose the original of the Technical Proposal, the original of the Price Proposal, and each copy of the Technical Proposal and each copy of the Price Proposal, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL PROPOSAL", "ORIGINAL - PRICE PROPOSAL" and "COPY NO... - TECHNICAL PROPOSAL" and "COPY NO.... - PRICE PROPOSAL", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
	23.2 The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder;</li> <li>(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1; and</li> <li>(c) bear the specific identification of this bidding process indicated in the BDS.</li> </ul>
	23.3 The outer envelopes and the inner envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB Sub-Clause 27.1.



	23.4	The inner envelopes containing the Price Proposals shall bear a warning not to open until advised by the Purchaser in accordance with ITB Sub-Clause 27.2.
	23.5	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.
	23.6	Alternative Bids, if permissible in accordance with ITB Clause 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Clauses 22 and 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate
<b>24. Deadline for Submission of Bids</b>	24.1	Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
	24.2	The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document 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.
<b>25. Late Bids</b>	25.1	The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>26. Withdrawal, Substitution, and Modification of Bids</b>	26.1	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 in accordance with ITB Sub-Clause 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be: <ul style="list-style-type: none"> <li>(a) submitted in accordance with ITB Clauses 22 and 23 (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and</li> <li>(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.</li> </ul>
	26.2	Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
	26.3	No Bid shall 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 in ITB Clause 20.1 or any extension thereof.
<b>27. Bid Opening</b>	27.1	The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.
	27.2	The Price Proposals will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. If the Technical Proposal and the Price Proposal are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Proposal may be immediately resealed for later evaluation.
	27.3	First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
	27.4	Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Proposal and/or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Proposal, if any, shall be opened, read out, and recorded. Substitution Price Proposals will remain unopened in accordance with ITB Sub-Clause 27.2. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	27.5	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Proposals. Only the Technical Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 27.2.

	<p>27.6 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder;</li> <li>(b) whether there is a modification or substitution;</li> <li>(c) the presence of a Bid Security, if required; and</li> <li>(d) any other details as the Purchaser may consider appropriate.</li> </ul> <p>Only Technical Proposals and alternative Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with ITB Sub-Clause 25.1.</p>
	<p>27.7 The Purchaser shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; 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.</p>
	<p>27.8 At the end of the evaluation of the Technical Proposals, the Purchaser will invite bidders who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Proposals.</p>
	<p>27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Proposals unopened.</p>
	<p>27.10 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.</p>
	<p>27.11 All envelopes containing Price Proposals shall be opened one at a</p>

	<p>time and the following read out and recorded:</p> <ul style="list-style-type: none"> <li>(a) the name of the Bidder</li> <li>(b) whether there is a modification or substitution;</li> <li>(c) the Bid Prices, including any discounts and alternative offers; and</li> <li>(d) any other details as the Purchaser may consider appropriate.</li> </ul> <p>Only Price Proposals, discounts, and alternative offers read out and recorded during the opening of Price Proposals shall be considered for evaluation. No Bid shall be rejected at the opening of Price Proposals.</p>
	<p>27.12 The Purchaser shall prepare a record of the opening of Price Proposals that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. 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.</p>
	<p><b>E. Evaluation and Comparison of Bids</b></p>
<b>28. Confidentiality</b>	<p>28.1 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.</p>
	<p>28.2 Any attempt 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.</p>
	<p>28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of opening the Technical Proposals 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.</p>
<b>29. Clarification of Bids</b>	<p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except</p>

		to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Proposals, in accordance with ITB Clause 31.
<b>30. Responsiveness of Technical Proposal</b>	30.1	The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.
	30.2	<p>A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li> <li>(b) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or</li> <li>(c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.</li> </ul>
	30.3	If a Technical Proposal is not substantially responsive to the Bidding Document, 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.
<b>31. Nonconformities, Errors, and Omissions</b>	31.1	Provided that a Technical Proposal is substantially responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
	31.2	Provided that a Technical Proposal 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 Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	31.3	Provided that a Technical Proposal is substantially responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The

	adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
	<p>31.4 Provided that the Technical Proposal is substantially responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:</p> <ul style="list-style-type: none"> <li>(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price 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 total price as quoted shall govern and the unit price shall be corrected;</li> <li>(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</li> <li>(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.</li> </ul>
	<p>31.5 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited, or its bid securing declaration shall be executed.</p>
<b>32. Preliminary Examination of Bids</b>	<p>32.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.4 have been provided, and to determine the completeness of each document submitted.</p>
	<p>32.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.</p> <ul style="list-style-type: none"> <li>(a) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 12.1;</li> <li>(b) written confirmation of authorization to commit the Bidder;</li> <li>(c) Bid Security, if applicable; and</li> <li>(d) Manufacturer's Authorization, if applicable.</li> </ul>
	<p>32.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested in ITB Sub-Clause 11.5 have been provided, and to determine the completeness of each</p>

	document submitted.
	<p>32.4 The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 12.1; and</p> <p>(b) Price Schedules, in accordance with ITB Clauses 12, 14, and 15.</p>
<b>33. Examination of Terms and Conditions; Technical Evaluation</b>	<p>33.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p>
	<p>33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.</p>
	<p>33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.</p>
<b>34. Conversion to Single Currency</b>	<p>34.1 For evaluation and comparison of Price Proposals, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.</p>
<b>35. Margin of Preference</b>	<p>35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.</p>
<b>36. Evaluation of Bids</b>	<p>36.1 The Purchaser shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive.</p>
	<p>36.2 To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.</p>
	<p>36.3 To evaluate a Price Proposal, the Purchaser shall consider the following:</p> <p>(a) the Bid Price;</p> <p>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4;</p>



	<p>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;</p> <p>(d) application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.</p>
	<p>36.4 In the calculation of the evaluated cost of the Bids, the Purchaser shall exclude and not take into account:</p> <p>(a) in the case of Goods and Related Services offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;</p> <p>(b) in the case of Goods and Related Services offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and</p> <p>(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.</p>
	<p>36.5 The Purchaser's cost 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 factors selected, if any, shall be expressed in monetary terms to facilitate comparison of the Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be as indicated in Section III, Evaluation and Qualification Criteria.</p>
	<p>36.6 If this Bidding Document allows Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>37. Comparison of Bids</b>	<p>37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.</p>
<b>38. Post qualification of the Bidder</b>	<p>38.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.</p>
	<p>(a) The determination shall be based upon an examination of</p>

	the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.
	38.2 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Proposal to the Bidder.
<b>39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b>	39.1 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 the Bidders.
	<b>F. Award of Contract</b>
<b>40. Award Criteria</b>	40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
	40.2 A Bid shall be rejected if the qualification criteria as specified in Section III, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
<b>41. Purchaser's Right to Vary Quantities at Time of Award</b>	41.1 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 VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
<b>42. Notification of Award</b>	42.1 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. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
	42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

	<p>42.3 The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices (lot-wise, if applicable) 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 winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p>
<b>43. Signing of Contract</b>	<p>43.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement and the Special Conditions of Contract.</p>
	<p>43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.</p>
<b>44. Performance Security</b>	<p>44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.</p>
	<p>44.2 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 offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>

<b>‘[Section II. Bid Data Sheet]’</b>	
<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: <b>SIPMIU/MEG/27/2017/8</b>
<b>ITB 1.1</b>	<b>The Purchaser is: Urban Affairs Department, Government of Meghalaya</b>
<b>ITB 1.1</b>	<p>The name of the NCB is: Procurement of Vehicles and Equipment for Waste Management at Shillong.</p> <p><b>The identification number of the NCB is: NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1):</b></p> <p>The number and identification of lots comprising this NCB is: Two (2)</p> <p><b>NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1) Lot P1</b></p> <p><b>NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1) Lot P2</b></p>
<b>TB 2.1</b>	The Borrower is: India
<b>ITB 2.1</b>	The name of the Project is: North Eastern Region Capital Cities Development Investment Program, Project 2 (NERCCDIP)
<b>ITB 5.5</b>	The Bidder is required to include with its Bid, documentation from the Manufacturer of the Vehicles/ Goods that it has been duly authorized to supply, in the Purchaser's country, the Vehicles / Goods indicated in its Bid.
<b>B. Bidding Document</b>	
<b>ITB 6.1</b> Sections of the Bidding Document	<p>Add following at the end of sub clause:</p> <p>Document is split in two volumes. Technical forms are placed in section 4 of Volume 1. Letter of price bid form and bill of quantities is provided in Volume 2.</p>
<b>ITB 6.3</b>	<p>Add last sentence as:</p> <p>Only documents as purchased from the purchaser shall be used for the submission of bids.</p> <p>In case the document is down loaded from the program web site, it will only be accepted if the bid is submitted along with the required no-refundable fees as specified in invitation for bids clause no 6</p>
<b>ITB 7.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Project Director, SIPMIU</p> <p>Street Address: Urban Affairs Complex, Dhankheti</p> <p>Floor/Room number:</p> <p>City: Shillong</p> <p>PIN Code: 793001</p> <p>Country: India</p> <p>Telephone: 0364/25055463</p> <p>Facsimile number: 0364/25055463</p> <p>Electronic mail address: <a href="mailto:pd.sipmiushillong@gmail.com">pd.sipmiushillong@gmail.com</a>.</p>

	The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids and requests for clarification should be received by the Employer no later than: <b>28/12/2017</b>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: English
<b>ITB 11.4 (i)</b>	<p>The Bidder shall submit with its Technical Proposal the following additional documents:</p> <ol style="list-style-type: none"> <li>1. The PAN No. (Permanent Account Number) of Income tax with the Xerox copy of the PAN card.</li> <li>2. The addendums issued (if any) further duly signed by the Authorized representative.</li> <li>3. Copy of the agreement entered into by the Joint Venture partners (if applicable).</li> <li>4. Manufacturer's authorization letter and specifications of proposed vehicles, goods and equipment.</li> </ol>
<b>ITB 11.5 (c)</b>	The Bidder shall submit with its Price Proposal the following additional documents: Nil
<b>ITB 12.1</b>	<p><b>The procurement has been divided in two lots namely;</b></p> <p><b>Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - Lot P 1</b></p> <p><b>NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2</b></p> <p><b>Bidder can bid for any of the package or for both the packages. The bidder shall clearly indicate the lot name &amp; number in the Technical Proposal and the Price Proposal.</b></p>
<b>ITB 13.1</b>	Alternative Bids shall <u>not be</u> permitted
<b>ITB 14.5</b>	The Incoterms edition is: <u>2010</u>
<b>ITB 14.6 (b) (i)</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: <u>CIP</u>
<b>ITB 14.6 (b) (ii)</b>	<b>In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: Ex-works freight paid up-to destination</b>
<b>ITB 14.7</b>	The prices quoted by the Bidder shall be: <b>Fixed</b>
<b>ITB 15.1 (a)</b>	The currency of the Bid shall be: <b>Indian Rupees (INR)</b>
<b>ITB 19.3</b>	<b>The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.</b>
<b>ITB 20.1</b>	The bid validity period shall be <u>120</u> days.
<b>ITB 21.1</b>	<p>The Bidder shall furnish a bid security in the amount as detailed below for bidding</p> <p><b>NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1) Lot P1 - INR 75,000/-</b></p> <p><b>NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1) Lot P2 - INR 1,75,000/-</b></p>

	<b>Or for bidder wishing to bid for both the two packages the Bid security amount will be INR 2,50,000/-</b>
<b>ITB 21.2</b>	<p>Sub-clause 21.2 is modified to read as under:</p> <p>The bid security shall be, at the Bidder's option, in the following form:</p> <p>(a) an unconditional Bank Guarantee;</p> <p>(b) A Demand Draft in favour of The Project Director, SIPMIU</p> <p>Issued by a nationalized or scheduled bank in India, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for the period of bid validity and an additional period of 28 days i.e. until <b>18/06/2018</b> or beyond any period of extension if requested under ITB 20.2.</p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	In addition to the original of the Bid, the number of copies is: <b>One</b>
<b>ITB 22.2</b>	<p>The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: (a) The name and description of the documentation required to demonstrate the authority or the signatory to sign the bid such as power of attorney and</p> <p>(b) In case of bids submitted by existing or intended JV, an undertaking signed by all parties (i) Stating that all parties shall be jointly and severally liable and (ii) nominating representative who shall have the authority to conduct all business for and on behalf of any and all parties of JV during the bidding process and in the event the put JV is awarded the contract during contract execution</p>
<b>ITB 23.1</b>	<p>Bidders <b>do not have</b> the option of submitting their bids electronically.</p> <p>Only manual submission of the bids is permitted.</p>
<b>ITB 23.2 (c)</b>	<p><b>The identification of this bidding process is:</b></p> <p><b>NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1) Lot -P1</b></p> <p><b>NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1) Lot- P2</b></p>
<b>ITB 24.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Project Director, SIPMIU.</p> <p>Street Address: Urban Affairs Complex, Dhankheti</p> <p>Floor/Room number:</p> <p>City: Shillong</p> <p>PIN Code: 793001</p> <p>Country: India</p>
<b>ITB 24.1</b>	<p><b>The deadline for bid submission is:</b></p> <p><b>Date: 18<sup>th</sup> January 2018</b></p> <p><b>Time: 14:00 HRS IST</b></p>

ITB 27.1	<p><b>The bid opening shall take place at:</b></p> <p>Project Director, SIPMIU.</p> <p>Street Address: Urban Affairs Complex, Dhankheti</p> <p>Floor/Room number:</p> <p>City: Shillong</p> <p>PIN Code: 793001</p> <p>Country: India</p> <p><b>Date: 18<sup>th</sup> January 2018</b></p> <p><b>Time: 14:30 HRS. IST</b></p>
<b>E. Evaluation, and Comparison of Bids</b>	
ITB 34.1	<p>ITB clause replaced as</p> <p>'The bid should be quoted in Indian Rupees Only and will be evaluated in Indian Rupees only.</p>
ITB 35.1	A margin of preference <u>shall not</u> apply.
<b>F. Award of Contract</b>	
ITB 41.1	<p><b>The percentage by which quantities may be increased is: Not applicable</b></p> <hr/> <p><b>The percentage by which quantities may be decreased is: <u>Not Applicable</u></b></p>



## Section III. Evaluation and Qualification Criteria

### Table of Contents

A.	Evaluation Criteria .....	3-2
1.	Scope .....	3-2
2.	Multiple Lots/Contracts .....	3-2
3.	Technical Criteria .....	3-2
4.	Economic Criteria .....	3-2
5.	Margin of Preference .....	3-2
B.	Qualification Criteria .....	3-3
1.	Financial Criteria.....	3-3
2.	Experience Criteria.....	3-3
3.	Supply Capacity.....	3-4
4.	Litigation History .....	3-4
5.	Manufacturer's Experience .....	3-4

## A. Evaluation Criteria

### 1. Scope

#### Local Handling and inland transportation:

The scope of work will include supply, transportation to the final destination and installation, handing over of the Vehicles and Equipment for Waste Management at Shillong and other related services. Bids for part scope of work will not be accepted. Costs of local handling, inland transportation, insurance and other incidental costs within India for delivery from EXW premises, or port of entry or border point to the Project site (final destination) as defined in Section VI, Schedule of Supply, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES TO BE OFFERED FROM OUTSIDE AND WITHIN INDIA provided in Section IV, Bidding forms. These costs will be taken into account during bid evaluation. i.e. the above cost will be added by the purchaser to EXW or CIP prices which with the cost of the related services, and the bids will be evaluated on this total price.

#### Non-material or nonconformities or Omissions:

Unless covered by **ITB 14.2**, the cost of all quantifiable nonmaterial, nonconformities or omissions from the contractual and commercial conditions shall be evaluated. If any item is not quoted by the bidder, to this effect the bid price will be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. For this purpose, the highest price quoted amongst the substantially responsive bidders of that particular missing or non-conforming item would be added to the Bid Price to arrive at the Evaluated Bid Price of the respective bidder. (in case all the bidders have not quoted the particular item, then the Engineers Estimate for the particular item would be taken for this purpose). However, it should be noted that this adjustment would be for comparison only and the "Award Price" to the successful bidder would be based on the lowest evaluated bid price. No separate payment would be made to the missing or non-confirming item and it deemed that supplier would supply the missing / non-confirming item at the "Award Price". (calculated without adjustments of missing or non-confirming item or components) as mentioned above.

### 2. Multiple Lots/Contracts

Wherever the Goods are grouped into lots and pursuant to the **clause 36.3 (d)**, of Instructions to the bidders, the purchaser will evaluate and compare the bids on the basis of a lot, or a combination of lots, or as a total of lots in a manner most advantageous to the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts.

### 3. Technical Criteria

The technical requirements as specified in Section VI, Schedule of Supply shall have to be satisfied. No deviations in technical specifications will be accepted.

### 4. Economic Criteria

#### *Adjustment for Deviation from the Terms of Payment:*

Deviations from the Terms of Payment as specified in special Conditions of Contract sub **clause 16.1** shall not be permitted.

#### *Adjustment for Deviations in the Delivery and Completion Schedule*

Deviations from the delivery schedule as specified in Section VI, Schedule of supply are not permitted.

### 5. Margin of Preference

The Margin of Preference will not apply for this contract

## B. Qualification Criteria

The Purchaser will take account of the following criteria to evaluate/assess the qualifications of the bidders. These criteria will be evaluated on a pass-fail basis.

### 1. Financial Criteria

- (i) The bidder should submit the audited balance sheets and income statements, for the last three years to demonstrate the current soundness of the applicant's financial position.

(a) Bidder should have average annual turnover for last 3 years

**For NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 1- at INR 3.7 Million**

**For NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2 –at INR 8.5 Million**

**OR for a bidder wishing to bid for both the two packages the Annual Turnover amount will be INR 12.2 Million**

(b) Bidder's net worth calculated as the difference of total assets and total liabilities should be positive.

*Compliance Requirements:*

- (a) If the supplier is a single entity it should meet the above requirement
- (b) If the supplier is a JV / Consortium, each partner of the JV or Consortium should meet the requirement.
- (ii) Cash flow Capacity and Bid Capacity – (a) Bidder should have availability of or access to liquid assets, lines of credit and other finances sufficient to meet cash flow requirement of

**For NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 1- at INR 0.9 Million**

**For NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2 – at INR 2.1 Million**

**OR for a bidder wishing to bid for both the two packages the Cash Flow Capacity and Bid Capacity amount will be not less than INR 3.1 Million.**

- (b) Bidder should have bid capacity (overall cash flow) to meet current contract commitment as well as requirement of this contract.

The Bid Capacity would be calculated as:

Bid Capacity = 7 \* Working Capital + Lines of Credit – 40 % of the  
Current contract commitments  $\geq$  (greater than or equal to) bid estimate.

OR

The bidders can produce an undertaking from his Bankers that the Bank will finance the requirements until the contract is executed if the contract is awarded to the bidder.

*Compliance Requirements:*

- (a) If the supplier is a single entity it should meet the above requirement
- (b) If the supplier is a JV / Consortium, - The Combined Bid Capacity of the JV / Consortium is calculated and on the whole, the combined Bid Capacity of the JV partners /consortium shall be  $\geq$  (greater than or equal to) Estimated Cost, subject to each partner satisfying a minimum of 25 % of the requirement and lead partner satisfying a minimum of 50% of the requirement.

### 2. Experience Criteria

- (i) Bidder should have experience in supply of vehicles, goods / equipment for at least 5 years prior to the application submission dead line. (Necessary proof of the above should be submitted).

- (ii) Bidder should have particular experience in the relevant field in supply of vehicles, goods / equipment for at least 3 years prior to the application submission dead line. (Necessary proof of the above should be submitted).
- (iii) Bidder may be a manufacturer for the specified vehicles, goods and equipment or authorized dealer/ distributor for such vehicles, goods and equipment or an authorized representative by the manufacturer. ***(Necessary proof of the above or letter of manufacturer's authorization should be submitted with the technical bid).***

### 3. Supply Capacity

- (i) Bidder should have completed supplies as given below,

#### **For NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 1**

- *The bidder should have completed supplies of similar nature for at least one contract within the last 5 years with a value of at least **INR 3.0 million***  
or
- *The bidder should have completed supplies of similar nature for at least two contracts within last 5 years with a value of **INR 1.4 million each**.*  
or
- *The bidder should have completed supplies of similar nature for at least three contracts within last 5 years with a value of **INR 1.1 million each***

#### **For NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2**

- *The bidder should have completed supplies of similar nature for at least one contract within the last 5 years with a value of at least **INR 6.80 million***  
or
- *The bidder should have completed supplies of similar nature for at least two contracts within last 5 years with a value of **INR 3.40 million each**.*  
or
- *The bidder should have completed supplies of similar nature for at least three contracts within last 5 years with a value of **INR 2.60 million each***

#### **For bidder wishing to bid for both the packages**

- *The bidder should have completed supplies of similar nature for at least one contract within the last 5 years with a value of at least **INR 9.80 million***  
or
- *The bidder should have completed supplies of similar nature for at least two contracts within last 5 years with a value of **INR 4.80 million each**.*  
or
- *The bidder should have completed supplies of similar nature for at least three contracts within last 5 years with a value of **INR 3.70 million each***
- (ii) The vehicles, goods & equipment manufacturer should have arrangements of service facilities in India to deliver the repair/maintenance services (Proof of the same to be given)

### 4. Litigation History

All pending litigation shall be treated as resolved against the bidder and so shall in total not represent more than 50% of the bidder's net worth.

The details of pending Litigation must be submitted by bidders and all the JV / consortium partners if the bidder is a JV / Consortium.

### 5. Manufacturer's Experience

The manufacturer should have minimum experience of five years in manufacturing of the vehicles and equipment. **The manufacturer should have ISO 9000 or equivalent.**

## Section IV. Bidding Forms Technical

**(To be submitted in Technical Proposal)**

### Table of Forms

Technical Proposal Submission Sheet for Package No. NERCCDIP/TR 02/SHG/PH2/SWM/ 05B (RT-1)- Lot P 1 .....	4-3
Bid Security .....	4-4
Manufacturer's Authorization.....	4-5
Supply Schedule.....	4-6
Bidders Qualification .....	4-7
Form ELI - 1: Bidder's Information Sheet .....	4-8
Form ELI - 2: JV Information Sheet.....	4-9
Form LIT - Pending Litigation .....	4-10
Form FIN - 1: Financial Situation.....	4-11
Form FIN - 2: Average Annual Turnover .....	4-12
Form FIN – 3: Financial Resources .....	4-13
Form FIN- 4: Current Contract Commitments / Works in Progress.....	4-14
Form EXP – 1: General Experience .....	4-15
Form EXP – 2: Specific Experience .....	4-16
Technical Proposal Submission Sheet for Package No. NERCCDIP/TR 02/SHG/PH2/SWM/ 05B ( RT-1)- Lot P 2 .....	4-18
Bid Security .....	4-19
Manufacturer's Authorization.....	4-20
Supply Schedule.....	4-21
Bidders Qualification .....	4-22
Form ELI - 1: Bidder's Information Sheet .....	4-23
Form ELI - 2: JV Information Sheet.....	4-24
Form LIT - Pending Litigation .....	4-25
Form FIN - 1: Financial Situation.....	4-26
Form FIN - 2: Average Annual Turnover .....	4-27
Form FIN – 3: Financial Resources .....	4-28
Form FIN- 4: Current Contract Commitments / Works in Progress.....	4-29
Form EXP – 1: General Experience .....	4-30
Form EXP – 2: Specific Experience .....	4-31

Technical Proposal Submission Sheet  
for  
**Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - Lot P 1**

**Technical Proposal Submission Sheet for Package No. NERCCDIP/TR 02/SHG/PH2/SWM/ 05B (RT-1)- Lot P 1**

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

**NCB No.: NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1)****Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 1**

Invitation for Bid No: SIPMIU/MEG/27/2017/8

To:  
The Project Director,  
SIPMIU.  
Urban Affairs Department  
Shillong, Meghalaya

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.:
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: Procurement of Vehicles and Equipment for Waste Management at Shillong.
- (c) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB;
- (h) 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.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**Bid Security**

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

**NCB No.: NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1)****Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 1**

Invitation for Bid No. SIPMIU/MEG/27/2017/8

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

Whereas \_\_\_\_\_

(hereinafter "the Bidder") has submitted its Bid dated \_\_\_\_\_ for NCB No: \_\_\_\_\_ for the supply of \_\_\_\_\_ hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter "the Guarantor"), are bound unto \_\_\_\_\_ (hereinafter "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor binds itself, its successors, or assignees by these presents. Sealed with the Common Seal of this Guarantor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
  - (a) Execute the Contract; or
  - (b) Accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 31; or
  - (c) Furnish the Performance Security, in accordance with the ITB Clause 44.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



**Manufacturer's Authorization**

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

NCB No.: NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT)

**Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 1**

Invitation for Bid No: SIPMIU/MEG/27/2017/8

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

WHEREAS \_\_\_\_\_ who are official manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

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 in reply to this Invitation for Bids.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Supply Schedule

### **Bidders Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1</p>	

**Form ELI - 2: JV Information Sheet**

Each member of a JV must fill in this form

<b>JV / Specialist Subcontractor Information</b>	
<b>Bidder's legal name</b>	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information	(name, address, telephone numbers, fax numbers, e-mail address)
<b>Attached are copies of the following original documents.</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above.</li> <li><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law,</li> </ul>	

**Form LIT - Pending Litigation**

Each Bidder or member of a JV must fill in this form

<b>Pending Litigation</b>			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in Indian Rupees Equivalent</b>	<b>Value of Pending Claim as a Percentage of Net Worth</b>
2013-14			
2014-15			
2016-17			

**Form FIN - 1: Financial Situation**

Each Bidder or member of a JV must fill in this form

	<b>Financial Data for Previous 3 Years [Indian Rupees]</b>		
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-17</b>
<b>1.Total Assets</b>			
<b>2. Current Assets</b>			
<b>3. Total Liabilities</b>			
<b>4. Current Liabilities</b>			
<b>5.Profits Before Taxes</b>			
<b>6.Profits After Taxes</b>			
<b>7.Net Worth [= 1 – 3]</b>			
<b>8.Working Capital [= 2 - 4]</b>			
<b>9. Return on Equity [= 5 / 7 of prior year]</b>			
<p><input type="checkbox"/> Attached are copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions.</p> <ul style="list-style-type: none"> <li>• All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.</li> <li>• Historic financial statements must be audited by a certified accountant.</li> <li>• Historic financial statements must be complete, including all notes to the financial statements.</li> <li>• Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li> </ul>			

**Form FIN - 2: Average Annual Turnover**

Each Bidder or member of a JV must fill in this form

<b>Annual Turnover Data for the Last 3 Years</b>			
<b>Year</b>	<b>Amount and currency</b>	<b>Exchange rate</b>	<b>Indian Rupees</b>
2014-15			
2015-16			
2016-17			
<b>Average Annual Turnover</b>			



**Form FIN – 3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (Indian Rupees)
1		
2		
3		

**Form FIN- 4: Current Contract Commitments / Works in Progress**

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Current Contract Commitments</b>					
	<b>Name of Contract</b>	<b>Employer's Contact Address, Tel, Fax</b>	<b>Value of Outstanding Work [Current Indian Rupees Equivalent]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [Indian Rupees /month]</b>
1					
2					
3					
4					
5					

**Form EXP – 1: General Experience**

Each Bidder or member of a JV must fill in this form

<b>General Supply of Vehicles, Goods and Equipment Experience</b>				
<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Employer Brief Description of the supply contracts Executed by the Bidder</b>	<b>Role of Bidder</b>

**Form EXP – 2: Specific Experience**

Contract of Similar Size and Nature		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier	
Total Contract Amount		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the Goods and Equipment supplied		

Technical Proposal Submission Sheet  
for  
**Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - Lot P 2**

**Technical Proposal Submission Sheet for Package No. NERCCDIP/TR 02/SHG/  
PH2/SWM/ 05B (RT-1)- Lot P 2**

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

NCB No.: NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1)

Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2

Invitation for Bid No. SIPMIU/MEG/27/2017/8

To:  
The Project Director,  
SIPMIU.  
Urban Affairs Department  
Shillong, Meghalaya

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.:
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: Procurement of Vehicles and Equipment for Waste Management at Shillong.
- (c) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB;
- (h) 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.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**Bid Security**

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

**NCB No.: NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1)****Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2**

Invitation for Bid No. SIPMIU/MEG/27/2017/8

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

Whereas \_\_\_\_\_

(hereinafter "the Bidder") has submitted its Bid dated \_\_\_\_\_ for NCB No: \_\_\_\_\_ for the supply of \_\_\_\_\_ hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter "the Guarantor"), are bound unto \_\_\_\_\_ (hereinafter "the Purchaser") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor binds itself, its successors, or assignees by these presents. Sealed with the Common Seal of this Guarantor this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
  - (a) Execute the Contract; or
  - (d) Accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 31; or
  - (e) Furnish the Performance Security, in accordance with the ITB Clause 44.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid Security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**Manufacturer's Authorization**

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

NCB No.: NERCCDIP/TR-02/SHG/PH2/SWM/05B (RT-1)

**Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2**

Invitation for Bid No: SIPMIU/MEG/27/2017/8

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

WHEREAS \_\_\_\_\_ who are official manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

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 in reply to this Invitation for Bids.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_



## Supply Schedule

### **Bidders Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1</p>	

**Form ELI - 2: JV Information Sheet**

Each member of a JV must fill in this form

<b>JV / Specialist Subcontractor Information</b>	
<b>Bidder's legal name</b>	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information	(name, address, telephone numbers, fax numbers, e-mail address)
<b>Attached are copies of the following original documents.</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above</li> <li><input type="checkbox"/> 2. Authorization to represent the firm named above.</li> <li><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law,</li> </ul>	

**Form LIT - Pending Litigation**

Each Bidder or member of a JV must fill in this form

<b>Pending Litigation</b>			
<input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
<b>Year</b>	<b>Matter in Dispute</b>	<b>Value of Pending Claim in Indian Rupees Equivalent</b>	<b>Value of Pending Claim as a Percentage of Net Worth</b>
2013-14			
2014-15			
2015-16			

**Form FIN - 1: Financial Situation**

Each Bidder or member of a JV must fill in this form

	<b>Financial Data for Previous 3 Years [Indian Rupees]</b>		
	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-17</b>
<b>1.Total Assets</b>			
<b>2. Current Assets</b>			
<b>3. Total Liabilities</b>			
<b>4. Current Liabilities</b>			
<b>5.Profits Before Taxes</b>			
<b>6.Profits After Taxes</b>			
<b>7.Net Worth [= 1 – 3]</b>			
<b>8.Working Capital [= 2 - 4]</b>			
<b>9. Return on Equity [= 5 / 7 of prior year]</b>			
<p><input type="checkbox"/> Attached are copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above, complying with the following conditions.</p> <ul style="list-style-type: none"> <li>• All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.</li> <li>• Historic financial statements must be audited by a certified accountant.</li> <li>• Historic financial statements must be complete, including all notes to the financial statements.</li> <li>• Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li> </ul>			

**Form FIN - 2: Average Annual Turnover**

Each Bidder or member of a JV must fill in this form

<b>Annual Turnover Data for the Last 3 Years</b>			
<b>Year</b>	<b>Amount and currency</b>	<b>Exchange rate</b>	<b>Indian Rupees</b>
2014-15			
2015-16			
2016-17			
<b>Average Annual Turnover</b>			

**Form FIN – 3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (Indian Rupees)
1		
2		
3		



**Form FIN- 4: Current Contract Commitments / Works in Progress**

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Current Contract Commitments</b>					
	<b>Name of Contract</b>	<b>Employer's Contact Address, Tel, Fax</b>	<b>Value of Outstanding Work [Current Indian Rupees Equivalent]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last Six Months [Indian Rupees /month]</b>
1					
2					
3					
4					
5					

**Form EXP – 1: General Experience**

Each Bidder or member of a JV must fill in this form

<b>General Supply of Vehicles, Goods and Equipment Experience</b>				
<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Employer Brief Description of the supply contracts Executed by the Bidder</b>	<b>Role of Bidder</b>

**Form EXP – 2: Specific Experience**

Contract of Similar Size and Nature		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier	
Total Contract Amount		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the Goods and Equipment supplied		

## Section V. Eligible Countries

### List of Eligible Countries of the Asian Development Bank

1.	AFG	Afghanistan	35.	FSM	Micronesia, Federal States of
2.	ARM	Armenia	36.	MON	Mongolia
3.	AUS	Australia	37.	MYA	Myanmar
4.	AUT	Austria	38.	NAU	Nauru, Republic of
5.	AZE	Azerbaijan	39.	NEP	Nepal
6.	BAN	Bangladesh	40.	NET	Netherlands
7.	BEL	Belgium	41.	NZL	New Zealand
8.	BHU	Bhutan	42.	NOR	Norway
9.	BRU	Brunei Darussalam	43.	PAK	Pakistan
10.	CAM	Cambodia	44.	PAL	Palau
11.	CAN	Canada	45.	PNG	Papua New Guinea
12.	PRC	China, People's Republic of	46.	PHI	Philippines
13.	COO	Cook Islands	47.	POR	Portugal
14.	DEN	Denmark	48.	SAM	Samoa
15.	FIJ	Fiji Islands, Republic of	49.	SIN	Singapore
16.	FIN	Finland	50.	SOL	Solomon Islands
17.	FRA	France	51.	SPA	Spain
18.	GEO	Georgia	52.	SRI	Sri Lanka
19.	GER	Germany	53.	SWE	Sweden
20.	HKG	Hong Kong, China	54.	SWI	Switzerland
21.	IND	India	55.	TAJ	Tajikistan
22.	INO	Indonesia	56.	TAP	Taipei, China
23.	IRE	Ireland	57.	THA	Thailand
24.	ITA	Italy	58.	TIM	Timor-Leste, Democratic Republic of
25.	JPN	Japan	59.	TON	Tonga
26.	KAZ	Kazakhstan	60.	TUR	Turkey
27.	KIR	Kiribati	61.	TKM	Turkmenistan
28.	KOR	Korea	62.	TUV	Tuvalu
29.	KGZ	Kyrgyz	63.	UKG	United Kingdom
30.	LAO	Lao People's Democratic Rep.	64.	USA	United States of America
31.	LUX	Luxembourg	65.	UZB	Uzbekistan
32.	MAL	Malaysia	66.	VAN	Vanuatu
33.	MLD	Maldives	67.	VIE	Viet Nam
34.	RMI	Marshall Islands			

## Section VI. Schedule of SupplyContents

1.0	List of Goods and Related Services.....	6-2
2.0	Delivery and Completion Schedule .....	6-2
3.0	Technical Specifications.....	6-3
3.1	Preamble .....	6-3
3.2	Scope of Work .....	6-3
3.3.1	Codes and Standards .....	6-4
3.3.2	General Parameters.....	6-4
3.3.3	Water Tanker-4000 litres capacity.....	6-4
3.3.4	Tipper – 3.00 cum load body capacity. ....	6-6
3.3.5	Truck mounted Slurry Tanker -3000 Litres Capacity .....	6-7
3.3.6	Road Sweeping Machine.....	6-8
3.3.7	Hydraulic Baling Press .....	6-10
3.3.8	Open Nala Desilting Machine.....	6-11
3.3.9	Fire Extinguisher .....	6-13
4.0	Operation and Maintenance Manual .....	6-15
5.0	Guarantee.....	6-15
6.0	Quality assurance system to be followed at manufacturer's works .....	6-15
6.1	Manufacturer's Test Certificate: .....	6-16
7.0	Testing by Third Party Agency .....	6-16
8.0	Rejection.....	6-16
9.0	Trial Run & Maintenance of the Equipment & Training Employer's Personnel.....	6-17
10.0	Approval of Drawing.....	6-17

## 1.0 List of Goods and Related Services.

### For Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 1

Item	Description	Unit	Quantity
1	Water Tanker-4000 Litres Capacity	No.	1
2	Tipper – 3.00 cum load body capacity	No.	1
3	Truck mounted Slurry Tanker - 3000 Litres Capacity	No.	1

### For Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2

Item	Description	Unit	Quantity
1	Road Sweeping Machine	No.	1
2	Hydraulic Baling Press	No.	2
3	Open Nala Desilting Machine	No.	1
4	Fire Fighting Equipment	No.	6

## 2.0 Delivery and Completion Schedule

The delivery period shall start from the date of detailed supply order after signing of contract agreement.

### For both Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - Lot P 1 & Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 2

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods and Completion Date for Related Services
1	Supply, transportation, local handling, delivery, installation and trial run at site with all accessories of vehicles and Equipment complete as above.	i). <b>Ten (10)</b> months Staggered and as per approved delivery Schedule. Wherein the successful bidder shall submit detailed delivery schedule for approval.	Shillong	<b>Within 300 days from the date of work order;</b>

### **3.0 Technical Specifications**

#### **3.1 Preamble**

The North-Eastern Region Capital Cities Development Investment Program (NERCCDIP), financed by Asian Development Bank (ADB), includes a phased scheme for developing the basic infrastructure facilities in Shillong of Meghalaya state. The program includes Development of Solid Waste Management including development of landfill site and solid waste collection in the city area and laying of sewerage collection system and waste treatment facility, for Shillong. To supplement the solid waste collection system, Government of Meghalaya intends to procure different types of vehicles and equipment under the program for which the present bid document is referring to.

#### **3.2 Scope of Work**

The scope of work under

##### **Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1)- Lot P 1**

1. Water Tanker - 4000 Litres Capacity
2. Tipper – 3.00 cum load body capacity
3. Truck mounted Slurry Tanker - 3000 Litres Capacity

**and**

##### **Package No. NERCCDIP/TR 02/SHG/ PH2/SWM/ 05B (RT-1) - Lot P 2**

1. Road Sweeping Machine
2. Hydraulic Baling Press
3. Open Nala Desilting Machine
4. Fire Fighting Equipment

#### **Includes:**

Design, manufacturing, fabrication, assembling, testing at manufacturing works, delivery, installation, trial run, testing, commissioning and satisfactorily handing over to end user including routine and preventive maintenance for a period of 12 months of Vehicles and equipment of following capacity and quantities, including necessary accessories, local handling, inland transportation, insurance and training of personnel etc complete in all respects.

### 3.3 Specifications for Vehicles and Equipment.

#### 3.3.1 Codes and Standards

All requirements of the latest Indian Traffic Rules/Acts and any other statutory rules and regulations in force shall be strictly adhered to.

It shall be responsibility of the bidder to procure the vehicle full filling all the requirement of transportation rule and obtain the insurance as required and compulsory.

It shall be the responsibility of the bidder to obtain necessary approval from the concerned inspecting authority and shall furnish necessary documentation for the same.

It shall be the responsibility of its bidder to obtain vehicle registration from the entire concern department to operate the vehicle.

Vehicles and equipment shall be designed and tested to relevant Indian Standard and /or ISO, American, British or equivalent standard and code of practice.

Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement.

For all the equipment list of mandatory spare parts shall be provided and shall provide two sets of all the mandatory spare parts.

#### 3.3.2 General Parameters

The intended vehicles and equipment shall be of approved make conforming to the requirements of relevant IS/BS. General requirement are specified in subsequent section.

#### 3.3.3 Water Tanker-4000 litres capacity

- ENGINE : 55.2 Kw (75 PS) at 3050 rpm or equivalent
- Maximum Engine Output :125 Ps @ 2400 rpm or equivalent
- Maximum Torque :400 Nm @ 1300-1500 rpm or equivalent
- Clutch : Single plate dry friction type or equivalent.
- Brakes :Dual circuit full air S-cam brake or equivalent
- Suspension :Leaf spring at Front and Rear
- Shock Absorbers :Hydraulic double acting telescopic type at front and rear
- Tyres :7.50x16, 16PR (Ply Rating) or equivalent
- Minimum Turning Circle Dia. (m) :13.5

#### Specifications (for Rear Body) Water Tanker

- Capacity : 4000 litres.
- Shape : Elliptical



Tank	: Will be elliptical in cross section of 5.00mm mildsteel plate and electrically welded throughout. Machine pressed dished ends.
Dimensions	: 3560 mm x 1770 mm x 820 mm (Approximately)
Baffles	: Adequate transverse baffles will be fitted
Material	: 5 mm thick mild steel plate.
Manhole	: One 530 mm diameter manhole with aquick release hinged screw type clamped lid and situated at the highest point of the tank. Rubber seal in the form of a rubber ring which is to be secured to manhole flange.
Outlet	: 75mm outlet at the lowest end of tank.
Overflow & Air Inlet	: At the highest end of the tank for access to the manhole.
Ladder	: A tubular ladder will be fitted to the tank for access to the manhole.
Valve Arrangement	: Fill tank from reservoir. : Empty tank with direct outlet. : Pump and fill other tanks. : Bypass water through pump to tank.
Hose Bracket	: Hose brackets for one 6 meter armoured suction hose that will besupplied with the tank and a 75mm foot valve fitted to suction hose.
Cradle Mounting	: The tank will be mounted on a continuous sub frame with Rubber mounted cradle mountings to petrol tanker regulations for heavy duty off road conditions.
Longitudinal Mounting	: The tank will be mounted on two longitudinal runners and the whole unit 'U' bolted to the chassis with balata belting between the chassis and the runners. The tank will have 75mm fall to the rear for easy and complete discharge.
Interior of Tank	: Will be cleaned with dioxidine, then painted with two coats of anti-corrosive bitumenastic paint.
Exterior of Tank	: Will be thoroughly ground and sanded in preparation for painting, followed by zinc chromate primer and finished off with two coats of synthetic enamel.
Mudguards	: Mudguards will be fitted over the rear wheels of the chassis.
Pressure Relief Valve	: As an extra.

Pumping Arrangement : 8.00 HP pump set shall be provided at rear end of the tanker for filling the water.

The Equipment shall meet the latest BS standards and Emission norms.

The above are the general minimum requirements and the bidder shall give his own design, specifications and other technical details at the time of submission of offer. The Equipment shall meet the latest BS standards and Emission norms.

Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement/fabrication.

Note- One such water tanker is available at SMB office (vehicle no. ML05F 4768) for guidance. The bidders are requested to inspect the same before quoting.

### 3.3.4 Tipper – 3.00 cum load body capacity.

Engine	
Type	Water-cooled direct injection diesel
Max engine output	75 HP @ 2800 rpm
Max torque	225 Nm (22.9 mkg) at 1500-1800 rpm
Capacity	2956 cc (approx)
Emission norms	BS IV
Type	Semi elliptical leaf spring at front and rear with auxiliary springs at rear
Shock absorber	Hydraulic double acting telescopic type at front and rear
<b>Brakes</b>	
Service brake	Vacuum assisted dual circuit hydraulic with tandem master cylinder or equivalent
<b>Clutch</b>	
Type	Single plate dry friction type or equivalent
Vehicle performance	
Minimum turning circle diameter in mm	10.2

The above are the general minimum requirements and the bidder shall give his own design, specifications and other technical details at the time of submission of offer. Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement/fabrication.

**3.3.5 Truck mounted Slurry Tanker -3000 Litres Capacity**

<b>Engine</b>	
Type	Water-cooled direct injection diesel engine
Max engine output	75 HP at 2800 rpm
Max torque	225 Nm (22.9 mkg ) at 1500 -1800 rpm
Capacity	2956 cc (approx)
Emission norms	BS IV
<b>No of Suspension</b>	
Type	Semi elliptical leaf spring at front and rear with auxiliary springs at rear
Shock absorber	Hydraulic double-acting telescopic type at front and rear
<b>Frame</b>	
	Ladder type frame with riveted / bolted cross members, side members are of channel section, depth: 180 mm (max), width: 55 mm
<b>Brakes</b>	
Service brake	Vacuum-assisted dual circuit hydraulic with tandem master cylinder or equivalent
<b>Clutch</b>	
Type	Single plate dry friction type or equivalent

**Specifications (for Rear Body) Slurry Tanker 3000 Litres Capacity**

Effective Capacity	3000 litres.
Shape	: Cylindrical
Tank	: Shall be Cylindrical in cross section of 5.00mm mildsteel Plate and electrically welded throughout. Machine pressed dished ends. Shall be as per IS 2825
Dimensions	: 2200 mm x 1500 mm x 1220 mm (Approximately)
Material	: 5 mm thick mild steel plate.
<b>Exhauster Compressor</b>	
Type	: Rotary Sliding Vane
Vacuum	: 80 to 90%.
Displacement	: 4500 LPM
Positive Pressure	: 1.5 Bar
Safety Features & Vacuum	: 3 Stage Filtration is provided
Pressure Relief Valve	

The above are the general minimum requirements and the bidder shall give his own design, specifications and other technical details at the time of submission of offer.

Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement/fabrication.

### 3.3.6 Road Sweeping Machine.

- Type-self propelled, Diesel Engine Operated suitable for sweeping of Municipal Small Roads, parking and paved areas.
- The machine shall be a self propelled unit and shall be provided with an Auxiliary Diesel Engine. The hydrostatic drive system shall give the vehicle a travel speed of 20 Km/hr.
- The machine shall be compact and suitable for small, narrow and steep hilly area roads.
- The machine shall have a container capacity of 800 litres. And sweeping width of 2000mm
- The machine shall have easy movement in restricted spaces.

Sr.No.	Item	Description
1	Application	Cleaning of Municipal and Industrial Plant roads, Parking areas and other paved areas.
2	Type	Ride on
3	Engine	
3.1	Power	70H.P.
3.2	Number of Cylinders	4
3.3	Engine cooling	Water cooled
3.4	Battery	12V, 100 Ah
4	Frame	
4.1	Material of Construction	High tensile steel
5	Sweeping System	One main brush with two side brushes
5.1	Main Broom	Diameter 400mm, Length 1270mm, Quantity 1 No.
5.2	Side Brushes	Diameter 600mm, Quantity 2 Nos.
5.3	Cleaning width Main Broom and Two Side Brushes	2000mm, with main Broom and Two side Brushes
5.4	Operation of Brushes	Through individual Hydraulic motors using power from Hydraulic pump. All the Brush operations are controlled from the Driver's Cabin.

Sr.No.	Item	Description
5.5	Sweeping Speed	0-10 km/Hr.
6	Drive System	
6.1	Drive of Sweeping machine	Hydraulic Motor
6.2	Tipping	Hydraulic
7	Hopper	
7.1	Volume	800 Ltrs.
7.2	Dumping Height	1650mm
7.3	Tipping Operation	Hydraulic Actuated Discharged door locking/unlocking, door lifting/ lowering and tipping
8	Suction System	
8.1	Fan Centrifugal	Centrifugal Blower
9	Dust Control System	The air borne dust in the dust hopper is sucked through a blower and is filtered through the bag filter system and clean air is exhausted in to the atmosphere.
9.1	Filter Type	Imported Pleated Fabric filter.
9.2	Filter Cleaning	Reverse compressed air jet purging
10	Indicators in Panel	
10.1	Engine Oil Pressure	To be Provided
10.2	Engine Cooling Liquid Temperature	To be Provided
10.3	Fuel Gauge	To be Provided
10.4	Operating Hour meter	To be Provided
11	Painting	Automotive paint
12	Cabin	An All weather Driver's Cabin with Excellent Operator visibility.
13	Steering	Rear Wheel Steered hydraulically
14	Braking System	
14.1	Main Brakes	Front Wheel:- Hydraulic actuated Braking Shoe on Brake Drum

Sr.No.	Item	Description
		Rear Wheel: - Hydrostatic Braking.
14.2	Parking Brakes	To be Provided
15	Overall Dimensions	
15.1	Length	3100mm (approx)
15.2	Width	2000mm (approx)
15.3	Weight	3600 kg (approx)
16	Salient Features	
		(1) Machine capable to undertake dry sweeping without necessity to spray water as pleated fabric bag filters (meeting PM - 10 norms) are provided with continuous cleaning arrangement in machine.
		(2) Machine Powered with an Indian diesel engine, and incorporating latest international – electro hydraulic system. The Equipment shall meet the latest BS standards and Emission norms.
		(3) Mechanical sweeping by Brushes
		(4) Rugged machine, Specially designed for high ambient temperature and heavy dust loads prevalent in India.

The above are the general minimum requirements and the bidder shall give his own design, specifications and other technical details at the time of submission of offer. The Equipment shall meet the latest BS standards and Emission norms.

Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement/fabrication.

### 3.3.7 Hydraulic Baling Press

Parameters	Dimensional Units	Dimensions/Values
Bale Size	l x w x h	3' x 1.75' x 1.5'
Bale Weight	Kg	40 - 50
Production Capacity***	bales / hour	5 - 8
Main Press Cylinders Tonnage	Tons	35
Cylinder – Main	mm	150Ø x 90Ø x 1400 – 1 no
Pressure	bar	199

Bale Removal Door – Close & Open		Manual – cam operated
Electric Motor	HP	5
Oil tank	l	150

The above are the general minimum requirements and the bidder shall give his own design, specifications and other technical details at the time of submission of offer.

Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement/fabrication.

### 3.3.8 Open Nala Desilting Machine.

The open nala desilting machine has the following main components:

- Trailer Chasis Tipper Body
- Hydraulically/operated de-silting equipment,
- Controls, and
- Hydraulic Power Transmission system and Drive
- Tractor having a minimum output rating of 35HP to be provided along with the equipment.

#### Construction Details

Construction:	Fully electrically welded, M.S Fabricated, with heat treated alloy steel pins.
Bucket Volume	30Kg/0.03 cum
Maximum Bucket Width	0.25 m
Maximum outreach	3.3 mtrs
Maximum operating depth below ground level	Upto 1.5mtrs
Slewing Angle	100 °
Stabilizer Units	1 no hydraulically operated, on one side, at tow bar and a suitable counter/ weight on side opposite to that of the hydraulic stabilizer.
The Complete equipment will be mounted on a Tractor Towed Trailer Chasis which will be capable of being towed by a Tractor having a minimum output rating of 35HP.	

#### a) Trailer Chasis

The un-sprung suspension, trailer chassis will be manufacture from ISMC sections of 100X50mm, and 75X40mm and will be of an electrically welded construction.	
The tow bar will be all electrically welded, and fabricated out of two ISMC box sections. An all forged, spring loaded steel tow eye, and a retractable stand will be fitted on the tow bar.	
Construction Features	1. Single axle, un-sprung suspension.
	2. Wide will base and a low centre of gravity to ensure

	optimum dynamic road stability.
	3. Provided with two internally expanding type hand operated parking brakes.
Technical Data	
Length	2440mm (approx.)
Width	1830mm (approx)
Height	450mm (approx)
Tyre size	7.50X16X2 nos or equivalent.

### b) Tipper Body

Configuration	All Steel Welded, Box Type (Open Top)
Panel thickness	
Bottom	3.0 mm
Sides	1.6 mm
Rear	1.6 mm
Tipping Angle	40° Approximate

### Hydraulic Operated Desilting Equipment

The basic components are:

- The Boom
- The Dipper stick, and
- The Bucket

The boom, dipper stick and the bucket are of an all electrically welded construction and are fabricated from structural steel plate confirming IS 2062 'A' standards. The bucket comes fitted with hardened teeth to facilitate excavation of dried and harden silt.

The whole configuration articulates over suitably size hardened and ground hinge pins manufactured alloy steel. The structure is mounted on a turret, which allows for its slewing through an angle of approximately of 100°. The complete unit is further fitted on a suitable dimensioned telescopic type lateral side arm of a robust design, and is on the left hand side of the vehicle. The side arm is capable of being extended by 600mm outside the width of the chassis.

Operation of the boom, Dipper stick, Bucket and Turret, independent of one another and are affected hydraulically using a configuration having suitably design double acting cylinders.

### Controls

All control lever to engage and disengage the hydraulic power plant as also the hydraulic direction control valves are housed commonly and in a convenient position in the Control Cabin.



### Hydraulic Power Transmission System and Drive

A hydraulic pump of adequate capacity to meet the operational requirements of the complete system shall be provided with the equipment.

Drive to the hydraulic pump will be tapped from the tractor PTO which will drive the tow- bar tow bar mounted hydraulic pump through a specially designed articulating type shafting arrangement. Engaging and disengaging of the PTO shall be from the Tractor's Control Cabin.

The hydraulic system will be a combination of high- pressure seamless pipes and flexible hoses, to facilitate easy field replacement/ repairs.

### System's Details

Type	Gear pump
Flow at Rated speed	Minimum 27 LpM
Pressure	150 bar
Return line filter	25 Microns
Suction Filter	125 Microns
Total nos. of cylinders	5 Nos. inclusive of 1 no. Stabilizer cylinder

### Painting and Surface Finish

The equipment will be thoroughly sanded and spray –painted with two coats of superior quality, anti-corrosive primer and two coats of enamel metal paint of a reputed make. The colour shade will be that of the customer's choice.

The above are the general minimum requirements and the bidder shall give his own design, specifications and other technical details at the time of submission of offer. The Equipment shall meet the latest BS standards and Emission norms.

Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement/fabrication.

#### 3.3.9 Fire Extinguisher

- ✓ Type- CO2 Type, Trolley Mounted
- ✓ Capacity- 22.5 kgs.

General-conforming to IS2878 made from seamless cylinder conforming to IS 7285 dully approved by Chief Controller of Explosive, Nagpur, fitted with ISI marked controlled valve conforming to IS 3224, high pressure 5 mtr. Long discharge hose and horn complete with initial gas charged mounted on trolley wheels.

### Other Details

IS specification No	: 2878
Capacity	: 22.5 kgs
Testing Pressure	: 335 Kgf/cm <sup>2</sup>
Working Pressure	: 140 Kgf/cm <sup>2</sup>
Approximate Jet Range	: 2.5 to 3.0 m
Minimum % of discharge	: 97
Temperature Range (0 C)	: 0 - 55 degrees
Empty Weight in kgs. (approx.)	: 42-46.5
Full weight in kgs. (approx.)	: 64.5-69
Valve	: Brass Forged IS 3224
Body Material	: ISI Mark (ISI: 7285)

The above are the general minimum requirements and the bidder shall give his own design, specifications and other technical details at the time of submission of offer.

Successful bidder shall submit the technical data and all the other relevant documents for approval of Employer, before procurement/fabrication.

#### 4.0 Operation and Maintenance Manual

The supplier before commissioning of procured goods under this contract shall submit 6 (six) copies of the operation and maintenance manual of each good supplied under the contract in English language, containing descriptions, illustrations, sketches, drawings, sectional drawings, sectional arrangement view and manufacturers' parts numbers to enable the connections, functions, operation and maintenance of all components of the equipment to be easily followed and for all parts to be easily identified to facilitate ordering of the replacement parts. Exploded views where appropriate shall be used for clarity.

The operation manual shall also include the following:

- Technical data of each good and their performance.
- Instructions for servicing and overhauling.
- Particulars of lubricating oil and grease to be used, also alternative indigenous commercial lubricating oils suitable for use.
- List of tools mounted on wall panels.
- List of spares.
- List of the photographs of the equipment as fabricated by the manufacturer.

#### 5.0 Guarantee

The Supplier shall guarantee all goods supplied under the Contract to be suitable for the application for which it is designed, and against defects due to manufacture or poor workmanship for a period of minimum **12 months** from the date of commissioning. The Supplier shall be responsible to rectify and replace free of cost the whole equipment or parts thereof which may be found defective during this period, and to ensure the proper working of the equipment during the guarantee period in accordance with Clause 28 of General Conditions of Contract and clarification in Special Conditions of Contract.

#### 6.0 Quality assurance system to be followed at manufacturer's works

Successful Bidder shall furnish detailed Quality Assurance Programme and Quality Plan for all materials and accessories to be supplied and installed under the scope of work. The Quality Plans shall include all tasks /checks as per the relevant Standards and the requirements of this specification.

The Supplier shall ensure that the manufacturer must have a proper setup and independent procedure in quality control with adequate equipment, facilities and personnel for this purpose to ensure quality control from procurement of materials and selection of sub-suppliers to incoming inspection, stage inspection and final inspection.

The Supplier shall further ensure that the equipment ordered are subject to check at any time by

purchaser's representative or by representative of inspecting authority deputed by the purchaser. Proper written record of quality assurance system must, therefore, be kept by the manufacturer which would be subject to checking.

#### **6.1 Manufacturer's Test Certificate:**

Manufacturer's test certificate including Material test certificates should be submitted by the Supplier to the Employer.

### **7.0 Testing by Third Party Agency**

Any agency among the agencies appointed or authorized by the Employer may undertake independent third party inspections and testing during the manufacture or assembly of the equipment as may be applicable. Prior to commencement of the works the Engineer, in consultation with the Employer, shall inform the supplier of the name of the firm(s) who will be authorized to conduct independent Third Party inspections on the employer's behalf. The Contractor shall be wholly responsible to make his own arrangements with the approved third party inspection agencies for carrying out the required tests. The Contractor shall be responsible to obtain permission for and provide all facilities to such agency for carrying out such inspections or testing as may be required. The Third Party Inspection charges of the agency only will be paid by the employer and all the other costs for such independent inspection and testing shall be borne by the contractor.

A quality assurance plan will be developed which provides for inspection and certification by the third party inspection agency at specified times during the manufacture and fabrication of such items. Third party inspection agency's charges will initially be paid by the contractor which shall be reimbursed by the Employer. Bidder shall make necessary arrangements for third party inspections at manufacturers site and cost (other than inspection agency's fees) towards such arrangements shall be borne by the bidder and will not be reimbursed by the employer.

### **8.0 Rejection**

The Employer or Employer's representative reserves the right to reject any good under this contract if the same does not meet the specifications, requirements, subject to tolerances. The rejected good under this contract shall be replaced by new good under this contract complying with the requirements of the specification at the bidder's cost. If the commissioning of the project is likely to be delayed by the rejection good, the Employer's Representative reserves the right to accept the rejected good under this contract until the replacement of new good under this contract is made available. Transporting the rejected and replacement of good as well as installation and commissioning of both the good shall be at the bidder's cost.

## **9.0 Trial Run & Maintenance of the Equipment & Training Employer's Personnel**

After testing and commissioning of each good supplied under this contract at site, the bidder shall run the equipment for at least 8 hours at full load to demonstrate satisfactory performance to the Engineer in charge prior to taking over by the employer and train the employer's personnel for running independently in the future. The cost towards bidder's engineer and other operating personnel during the said period of trial run, along with cost of fuel, lubrication, tools and spare parts which are required for operation of the equipment during the trial run period, shall be borne by the bidder. In the event that the good supplied under this contract does not satisfactorily achieve the required performance standards during this period, the trial run period shall be extended until such time as the bidder has rectified any deficiencies as may be necessary to satisfy the performance requirements. No additional compensation will be paid to the bidder for such extension.

The contractor must carry out routine and preventive maintenance as per manufacturer's standards for a period of **12 months** from the date of handing over. However, all consumables (fuel / lube oil etc.) and spare parts including filters will be supplied by the department.

## **10.0 Approval of Drawing**

The supplier will prepare and submit the GA and fabrication drawings of all the goods to be supplied under this contract before commencement of fabrication and procurement. The drawings will be reviewed and commented/ approved by the employer. Supplier will fabricate as per approved drawings.

All the technical data specifications of all the goods to be supplied under this contract shall be submitted by the successful Bidder for approval prior to procurement.

## Section VII. General Conditions of Contract

### Table of Contents

1.	Definitions .....	7-2
2.	Contract Documents .....	7-3
3.	Corrupt Practices .....	7-3
4.	Interpretation .....	7-4
5.	Language .....	7-5
6.	Joint Venture, Consortium or Association .....	7-5
7.	Eligibility .....	7-5
8.	Notices .....	7-6
9.	Governing Law .....	7-6
10.	Settlement of Disputes .....	7-6
11.	Scope of Supply .....	7-6
12.	Delivery .....	7-6
13.	Supplier's Responsibilities .....	7-6
14.	Purchaser's Responsibilities .....	7-6
15.	Contract Price .....	7-6
16.	Terms of Payment .....	7-7
17.	Taxes and Duties .....	7-7
18.	Performance Security .....	7-7
19.	Copyright .....	7-8
20.	Confidential Information .....	7-8
21.	Subcontracting .....	7-9
22.	Specifications and Standards .....	7-9
23.	Packing and Documents .....	7-9
24.	Insurance .....	7-10
25.	Transportation .....	7-10
26.	Inspections and Tests .....	7-10
27.	Liquidated Damages .....	7-11
28.	Warranty .....	7-11
29.	Patent Indemnity .....	7-12
30.	Limitation of Liability .....	7-13
31.	Change in Laws and Regulations .....	7-13
32.	Force Majeure .....	7-14
33.	Change Orders and Contract Amendments .....	7-14
34.	Extensions of Time .....	7-15
35.	Termination .....	7-15
36.	Assignment .....	7-16

<p><b>1. Definitions</b></p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a)“Contract” means the 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.</p> <p>(b)“Contract Documents” means the documents listed in the Agreement, including any amendments thereto.</p> <p>(c)“Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>(d)“Day” means calendar day.</p> <p>(e)“Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.</p> <p>(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(g)“Eligible Countries” means the countries and territories eligible as listed in Section V.</p> <p>(h)“GCC” means the General Conditions of Contract.</p> <p>(i) “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.</p> <p>(j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).</p> <p>(k)“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.</p> <p>(l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.</p> <p>(m) “SCC” means the Special Conditions of Contract.</p> <p>(n)“Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(o)“Supplier” means the natural person, private or government entity, or a</p>
------------------------------	--

	<p>combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.</p> <p>(p) "The ADB" is the Asian Development Bank.</p> <p>(q) "The Site," where applicable, means the place named in the SCC.</p>
<b>2. Contract Documents</b>	<p>2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.</p>
<b>3. Corrupt Practices</b>	<p>3.1 ADB's Anticorruption Policy requires borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</li> <li>(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) "coercive practice" means 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 party;</li> <li>(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</li> </ul> <p>(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the</p>



	<p>situation; and</p> <p>(d) will sanction a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.</p>
	<p>3.2 The Supplier shall permit the ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the ADB, if so required by the ADB.</p>
<b>4. Interpretation</b>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p>
	<p>4.2 Incoterms</p> <p>(a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.</p> <p>(b) EXW, CIF, 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 at the date of the Invitation for Bids or as specified in the SCC.</p>
	<p>4.3 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p>
	<p>4.4 Amendment</p> <p>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.</p>
	<p>4.5 Nonwaiver</p> <p>(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.</p>

	(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.
	<p>4.6 Severability</p> <p>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.</p>
<b>5. Language</b>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. 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 the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p>
	<p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<b>6. Joint Venture, Consortium or Association</b>	<p>6.1 Unless otherwise specified in the SCC, if the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
<b>7. Eligibility</b>	<p>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 or incorporated, and operates in conformity with the provisions of the laws of that country.</p>
	<p>7.2 All Goods and Related Services to be supplied under the Contract and financed by the ADB 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 imported components.</p>

<b>8. Notices</b>	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.
<b>9. Governing Law</b>	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.
<b>10. Settlement of Disputes</b>	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 the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
<b>11. Scope of Supply</b>	11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section VI, Schedule of Supply.
	11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
<b>12. Delivery</b>	12.1 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 <u>the Section VI</u> , Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
<b>13. Supplier’s Responsibilities</b>	13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
<b>14. Purchaser’s Responsibilities</b>	14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
	14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
<b>15. Contract Price</b>	15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

	15.2	Prices charged by the Supplier for the Goods delivered 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.
<b>16. Terms of Payment</b>	16.1	The Contract Price shall be paid as specified in the SCC.
	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 12 and upon fulfillment of all the obligations stipulated in the Contract.
	16.3	Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
	16.4	The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
<b>17. Taxes and Duties</b>	17.1	For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
	17.2	For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	17.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
<b>18. Performance Security</b>	18.1	The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies 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	The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form 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.
<b>19. Copyright</b>	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.
<b>20. Confidential Information</b>	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 design, procurement, or other work and services required for 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: <ul style="list-style-type: none"> <li>(a) the Purchaser or Supplier need to share with the ADB or other institutions participating in the financing of the Contract;</li> <li>(b) now or hereafter enters the public domain through no fault of that party;</li> <li>(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</li> <li>(d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>
	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.
<b>21. Subcontracting</b>	21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event 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.
<b>22. Specifications and Standards</b>	22.1 Technical Specifications and Drawings <ul style="list-style-type: none"> <li>(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.</li> <li>(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.</li> <li>(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.</li> </ul>
	22.2 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 Section VI, Schedule of Supply. 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.
<b>23. Packing and Documents</b>	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 final destination of the Goods 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.
<b>24. Insurance</b>	24.1	Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, 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.
<b>25. Transportation</b>	25.1	Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections VI, Schedule of Supply.
<b>26. Inspections and Tests</b>	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 Sections VI, Schedule of Supply.
	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 destination of the Goods, 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.
<b>27. Liquidated Damages</b>	27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods 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 Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
<b>28. Warranty</b>	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, 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 or 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.
<b>29. Patent Indemnity</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>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.</p>
	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.
<b>30. Limitation of Liability</b>	30.1 Except in cases of gross negligence or wilful misconduct: (a) neither party shall be liable to the other party 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 amount specified in the SCC, 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.
<b>31. Change in Laws and Regulations</b>	31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country 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.
<b>32. Force Majeure</b>	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.
<b>33. Change Orders and Contract Amendments</b>	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: <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and</li> <li>(d) the Related Services to be provided by the Supplier.</li> </ul>
	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 and 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.

	<p>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.</p>
<b>34. Extensions of Time</b>	<p>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 12, 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.</p>
	<p>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 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
<b>35. Termination</b>	<p>35.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(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; or</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract.</li> </ul> <p>(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.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.</p>

	<p><b>35.2 Termination for Insolvency</b></p> <p>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.</p>
	<p><b>35.3 Termination for Convenience</b></p> <p>(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.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> <li>(i) To have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(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.</li> </ul>
<b>36. Assignment</b>	<p><b>36.1</b> 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.</p>

## Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement 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's country is: India
- GCC 1.1(k)** The Purchaser is: Urban Affairs Department Meghalaya
- GCC 1.1 (q)** The Site is: Shillong, Meghalaya, India
- GCC 4.2 (a)** The version of Incoterms shall be: 2010
- GCC 5.1** The language shall be: English
- GCC 6.1** The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
- GCC 8.1** For **notices**, the Purchaser's address shall be:  
 Attention: The Project Director, SIPMIU.  
 Street Address: Urban Affairs Complex, Dhankheti  
 Floor/ Room number:  
 City: Shillong  
 PIN Code: 793001  
 Country: India  
 Telephone: 0364/25055463  
 Facsimile number: 0364/25055463  
 Electronic mail address: [pd.sipmiushillong@gmail.com](mailto:pd.sipmiushillong@gmail.com).
- GCC 9.1** The governing law shall be: Indian Law and Government of Meghalaya
- GCC 10.2** The formal mechanism for the resolution of disputes shall be:  
 If the Contractor believes that a decision taken by the Purchaser was either outside the authority given to the Project Director/Representative or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Director's/Representative decision. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute. The Adjudicator shall be paid at the rate of Rs. 5000 (Rupees five thousand only) per day of visit/meeting together with reimbursable expenses as per actual and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.  
 In case, the dispute is refereed to Arbitration, the following procedure is followed:
1. The Arbitration proceedings shall be in accordance of Arbitration and Conciliation Act 1996. Arbitral Tribunal consisting of 3 Arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to

be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator, shall be considered. 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 two Arbitrators appointed subsequently, the Presiding Arbitrator shall be appointed by the Principal Secretary, Urban Affairs Department, Government of Meghalaya.

2. If one of the parties fails to appoint its arbitrator as in sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Appointing Authority mentioned above shall appoint the Arbitrator. A certified copy of the order of the Appointing Authority of making such an appointment shall be furnished to each of the parties.
3. The language of the arbitration proceedings and that of all documents and communications between parties shall be in English.
4. The decision of the majority of the Arbitrators shall be final and binding upon both parties.
5. The Arbitrators will be paid by day at the rate of Rs. 5000 (Rupees five thousand only) per day of visit/meeting and the travel and other eligible reimbursable expenditure would be paid as per actual
6. The expenditure towards the payment to the Arbitrators shall be shared between the employer and the borrower. However, the expenses incurred by each party in connection with the preparation and presentation etc. to its proceedings shall be borne by each party itself
7. Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.
8. The place of arbitration shall be: Shillong, Meghalaya, India

**GCC 11.1** The scope of supply shall be defined in: Section VI Schedule of Supply

**GCC 12.1** Details of shipping and documents to be furnished by the Supplier shall be:

**For Imported Goods:**

Upon each shipment, the supplier shall notify the Purchaser and the Insurance Company in writing the full details of the shipment including Contract Number, description of Goods, quantity, the vessel, the bill of lading with number and date, port of loading, date of shipment, port of discharge etc. The Supplier shall mail the following documents to the purchaser, with a copy to the insurance company:

- i) Copies of Supplier's invoice showing Good's description, quantity, unit price, total amount.
- ii) Original and four copies of the negotiable, clean on board bill of lading marked freight prepaid and four copies of non-negotiable bill of lading:
- iii) Four copies of packing list identifying contents of each package;
- iv) Manufacturer's / Suppliers Warranty Certificate;

- v) Inspection certificate, issued by the nominated Engineer / Inspection Agent and the Manufacturer's factory inspection reports;
- vi) Certificate of country of origin
- vii) Certificate of Insurance;
- viii) Any other relevant information, if required or requested by the Purchaser.

The above documents shall be received by the Purchaser at least one week before the arrival of Goods at the port of delivery and, if not received by this period, the Supplier will be responsible for any consequent expenses.

**For Domestic Goods:**

Upon delivery of goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:

- (i) four copies of the Supplier's Invoice showing good's description, quantity, unit price, total amount;
- (ii) delivery note, railway receipt or truck receipt;
- (iii) Manufacturer's /Supplier's Warranty Certificate;
- (iv) Inspection Certificate issued by the nominated Engineer / Inspection agency and Manufacturer's / Supplier's factory inspection report;
- (v) Packing list identifying the contents of each packaging case;
- (vi) Certificate of country of origin; and

Insurance Certificate.

The Purchaser shall receive the above document before the arrival of the Goods and if not received, the Supplier will be responsible for any consequent expenses.

**GCC 14.2**

Add after the last sentence in sub-clause 14.2 of GCC as follows:

"The purchaser will not be responsible for costs that will be incurred by the supplier in obtaining the required permits, approvals, import and other licenses from public or any concerned authority."

**GCC 15.2**

The price adjustment shall be: **Not Applicable**



**GCC 16.1**

The terms of payment shall be:

**“For Goods and related Services supplied from outside India:**

- (a) Advance Payment: Twenty-Five **(25)** percent of the Contract Price within twenty-eight (28) days of signing of the Contract. Payment shall be made provided the Supplier presents a request for payment accompanied by the Advance payment security in the form of Bank Guarantee from a Nationalised Bank of India in Indian Rupees equivalent to the advance payment and that shall be valid until the goods are delivered at site and certified by the purchaser. The security will be in the form as specified in Section IX, Contract forms.
- (b) On shipment: The Purchaser shall pay the supplier Fifty **(50)** percent of the Contract Price of the Goods shipped through irrevocable confirmed letter of credit opened in favor of supplier in Bank in its country under ADB commitment procedure, upon submission of documents specified in SCC clause 12.1
- (c) On Delivery, Installation and Commissioning: Fifteen **(15)** percent of the Contract shall be paid on receipt of the Goods at the place of delivery specified and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.
- (d) On Final Acceptance: The final payment of Ten **(10)** percent of the Contract price would be released only after completion of the trial run and training to the personnel designated to the purchaser.

**For Goods and Related Services supplied from within India**

- (a) Advance Payment: Twenty-Five **(25)** percent of the Contract Price within twenty-eight (28) days of signing the contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment security in the form of a Bank Guarantee from a Nationalised Bank in India equivalent to the advance payment and that will be valid until the Goods are delivered at site and certified by the purchaser (Client). The security shall be in the form as specified in Section IX, Contract forms.
- (b) On Delivery: Fifty **(50)** percent of the Contract Price supplied shall be paid on receipt of the Goods at the place of delivery specified and upon submission of a claim supported by the acceptance certificate issued by the Purchaser.
- (c) On Installation and Commissioning: Fifteen **(15)** percent of the Contract Price supplied shall be paid on installation of the Goods at the place as directed by the Engineer.
- (d) On Final Acceptance: The balance Ten **(10)** percent of the Contract Price would be released to the supplier only after completion of the trial run and training to the personnel designated by the Purchaser.

- GCC 16.4** The currencies for payments shall be: Indian Rupees
- GCC 18.1** The Supplier shall provide a Performance Security of **10** percent of the Contract Price. The Performance Security shall be denominated in the following currencies: Indian Rupees.
- GCC 18.3** The performance Security shall be provided by the Supplier to the Purchaser not later than a date specified in the letter of acceptance and shall be issued in the form of Bank Guarantee from any nationalized / scheduled bank acceptable to the Employer.
- GCC 18.4** Discharge of Performance Security shall take place: After deliver and acceptance of the goods the performance security shall be 5% of the contract to cover supplier warranty obligation.
- GCC 23.2** The packing, marking and documentation within and outside the packages shall be: North Eastern Capital Cities Development Investment Programme Contract Package No NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P1 “or”  
No NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P2 (whichever is applicable)  
Attention: Project Director, SIPMIU
- GCC 24.1** The insurance coverage shall be in accordance with: The supplier issues the goods in an amount equal to 110% of price of vehicles/goods.
- GCC 25.1** Obligations for transportation of the Goods shall be in accordance with: ***Incoterms 2010.***
- GCC 26.2** Tests and Inspections specified in Section VI, Schedule of Supply, shall be carried out at the following times or milestones, and places:  
(i) Before delivery of consignment within 180 days of issue of work order at  
manufacturer’s factory (to be specified by the bidder in its bid);
- GCC 27.1** The liquidated damage shall be: **0.5 % per week** or part thereof, on unfinished value of work.
- GCC 27.1** The maximum amount of liquidated damages shall be: **10% of contract price**
- GCC 28.3** The period of validity of the Warranty shall be: **Twelve (12) months**
- GCC 28.5** The Supplier shall correct any defects covered by the Warranty within **30 days** of being notified by the Purchaser of the occurrence of such defects
- GCC 30.1** The amount of aggregate liability shall be equal to the total contract Price for the goods and related services of this package.
- Additional** The Contractor shall obtain the local trading licenses as applicable in the state.

## Section IX. Contract Forms

### Table of Forms

Agreement .....	9-2
Performance Security .....	9-3
Advance Payment Security .....	9-4

## Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 between \_\_\_\_\_ of \_\_\_\_\_  
 (hereinafter "the Purchaser"), of the one part, and  
 \_\_\_\_\_ of \_\_\_\_\_  
 (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., \_\_\_\_\_ and  
 has accepted a Bid by the Supplier for the supply of those Goods and Related Services in  
 the sum of \_\_\_\_\_  
 (hereinafter "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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Purchaser's Notification to the Supplier of Award of Contract;
  - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of Supply; and
  - (f) \_\_\_\_\_.

This Contract 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 above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related 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 Related 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 \_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for the Purchaser)

Signed by \_\_\_\_\_ (for the Supplier)

## Performance Security

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

Contract Name and No. : \_\_\_\_\_

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

WHEREAS \_\_\_\_\_ (hereinafter "the Supplier")  
has undertaken, pursuant to Contract No. \_\_\_\_\_ dated  
\_\_\_\_\_, to supply \_\_\_\_\_  
(hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security \_\_\_\_\_ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned

\_\_\_\_\_, legally  
domiciled in \_\_\_\_\_

\_\_\_\_\_, (hereinafter "the Guarantor"), have  
agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the \_\_\_\_\_ day of \_\_\_\_\_,

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

## Advance Payment Security

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

Contract Name and No. : \_\_\_\_\_

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

In accordance with the payment provision included in the Contract, in relation to advance payments, \_\_\_\_\_ (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of \_\_\_\_\_, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of \_\_\_\_\_.

We, the undersigned \_\_\_\_\_, legally domiciled in \_\_\_\_\_ (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding \_\_\_\_\_.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until \_\_\_\_\_, \_\_\_\_\_.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the security for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

**Government of Meghalaya  
North Eastern Region Capital Cities Development  
Investigation Programme – Tranche-2  
(ADB Loan No. 2834-IND)**

**B I D D I N G   D O C U M E N T  
For  
Procurement of  
Vehicles and Equipment for Waste Management at Shillong  
Package No. NERCCDIP/TR 02/SHG/PH2/SWM/ 05B (RT-1) - Lot P 1  
&  
Package No. NERCCDIP/TR 02/SHG/PH2/SWM/ 05B (RT-1) - Lot P 2**

**Following Single Stage Two Envelope Bidding Procedure  
Under  
National Competitive Bidding**

**Volume II – Price Bid**

**Issued on:**

**Invitation for Bids No.: SIPMIU/MEG/27/2017/8**

**NCB No.: NERCCDIP/TR 02/SHG/ PH2/SWM/05B (RT-1)**

**Employer: State Investment Project Management & Implementation Unit, Shillong  
Represented by Project Director**

**Country: India**

## Volume II: Price Bid

### Table of Forms

Price Proposal Submission Sheet.....	2
for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1 .....	2
Abstract of Bid Prices for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1 .....	3
Part A- Price Schedule for Goods to Be Offered From Within India for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1 .....	4
Part B-Price Schedule for Goods to Be Offered From Outside India for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P1 .....	6
Price Proposal Submission Sheet.....	8
for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2 .....	8
Abstract of Bid Prices for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2 .....	9
Part A- Price Schedule for Goods to Be Offered From Within India for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2 .....	10
Part B-Price Schedule for Goods to Be Offered From Outside India for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P2 .....	12



## Price Proposal Submission Sheet for

**Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1**

**Date:**

**Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1**

**Invitation for Bid No. SIPMIU/MEG/27/2017/8**

To:

The Project Director,  
SIPMIU  
Urban Affairs Department  
Shillong, Meghalaya

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Document, including Addenda No.-----.
- b. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: Procurement of Vehicles and Equipment for Waste Management at Shillong.
- c. The total price of our Bid, excluding any discounts offered in item (d) below is:-----
- d. The discounts offered and the methodology for their application are:  
\_\_\_\_\_

- e. 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:

Name of Recipient	Address	Reason	Amount

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

- f. We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
Signed \_\_\_\_\_  
Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_  
Date \_\_\_\_\_

**Abstract of Bid Prices for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1**

Page \_\_\_\_ of \_\_\_\_

Date:

**Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1**

Invitation for Bid No. SIPMIU/MEG/27/2017/8

Name of Bidder \_\_\_\_\_

Part	Particulars	Amount in INR	
		Figure	Words
A	Total Amount for the goods to be offered from within India		
B	Total Amount for the goods to be offered from outside India		
<b>Sub Total</b>			
C	Provisional Sum	1,20,000.00	Rupees One Lakh Twenty Thousand only
<b>Grand Total</b>			

Currency of the amount quoted is in accordance with ITB Clause 15

**Part A- Price Schedule for goods to be offered from within India for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1**

**Bill of Quantities**

Page \_\_\_\_ of \_\_\_\_

Date:

**Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 1**

Invitation for Bid No. SIPMIU/MEG/27/2017/8

Name of Bidder \_\_\_\_\_

1	2	3	4	5	6	7	8	9	
Item	Description	Country of Origin	Quantity	Unit	Unit Price EXW	Total EXW Price per item	Taxes & Duties Per Item	Total Price per Item including Taxes & Duties in figures	Total Price per Item including Taxes & Duties in words
						4 x 6		7 + 8	
1.0	Supply & delivery including Packing and forwarding to site, Inland transportation from works to place of final destination, local handling, transit insurance, etc. Installation, testing commissioning at site as per specifications, relevant standards (IS/BS) and as directed by Engineer In-charge, including maintenance and satisfactory handing over to end user complete in all respect of <b>pre-fabricated Water Tanker-4000 Litres Capacity</b>		1	No.					
2.0	Supply & delivery including Packing and forwarding to site, Inland transportation from works to place of final destination, local handling, transit insurance etc. Installation, testing commissioning at site as per specifications, relevant standards (IS/BS) and as directed by Engineer In-charge, including maintenance and satisfactory handing over to		1	No.					

1	2	3	4	5	6	7	8	9	
Item	Description	Country of Origin	Quantity	Unit	Unit Price EXW	Total EXW Price per item	Taxes & Duties Per Item	Total Price per Item including Taxes & Duties in figures	Total Price per Item including Taxes & Duties in words
	end user complete in all respects of <b>Tipper 3.00 cum load body capacity</b> - as per the specifications with all the necessary Spares.					4 x 6		7 + 8	
3.0	Supply & delivery including Packing and forwarding to site, Inland transportation from works to place of final destination, local handling, transit insurance, etc. Installation, testing commissioning at site as per specifications, relevant standards (IS/BS) and as directed by Engineer In-charge, including maintenance and satisfactory handing over to end user complete in all respect of <b>Truck Mounted Slurry Tanker - 3000 Litres Capacity</b> as per the specifications with all the necessary Spares.		1	No.					
<b>Total</b>									

Notes:

- Column 6: Incoterm in accordance with ITB Clause 14; Currency in accordance with ITB Clause 15  
Price shall include all applicable taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the custom duties and all applicable taxes already paid on previously imported items.
- Column 8: Payable in the Purchaser's country if Contract is awarded
- Column 9: Currencies in accordance with ITB Clause 15

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

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

## Part B-Price Schedule for goods to be offered from outside India for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P1

**Bill of Quantities**

Page \_\_\_\_ of \_\_\_\_

Date:

Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P1

Invitation for Bid No. SIPMIU/MEG/27/2017/8

Name of Bidder \_\_\_\_\_

1	2	3	4	5	6	7	8	9	
Item	Description	Country of Origin	Quantity	Unit	Unit Price EXW	Total EXW Price per item	Taxes & Duties Per Item	Total Price per Item including Taxes & Duties in figures	Total Price per Item including Taxes & Duties in words
	List to be indicated by the bidder					4 x 6		7 + 8	

1	2	3	4	5	6	7	8	9	
Item	Description	Country of Origin	Quantity	Unit	Unit Price EXW	Total EXW Price per item	Taxes & Duties Per Item	Total Price per Item including Taxes & Duties in figures	Total Price per Item including Taxes & Duties in words
						4 x 6		7 + 8	
<b>Sub Total</b>									

## Notes:

Column 5 and 6: Incoterm in accordance with ITB Clause 14

Currency in accordance with ITB Clause 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Column 8: Currencies in accordance with ITB Clause 15

Name\_\_\_\_\_

In the capacity of\_\_\_\_\_

Signed\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of\_\_\_\_\_

Date\_\_\_\_\_

**Price Proposal Submission Sheet for  
Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2**

Date:

**Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2**

**Invitation for Bid No. SIPMIU/MEG/27/2017/8**

To:

The Project Director,  
SIPMIU  
Urban Affairs Department  
Shillong, Meghalaya

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Document, including Addenda No.-----.
- b. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following Goods and Related Services: Procurement of Vehicles and Equipment for Waste Management at Shillong.
- c. The total price of our Bid, excluding any discounts offered in item (d) below is:-----
- d. The discounts offered and the methodology for their application are:  
\_\_\_\_\_

- e. 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:

Name of Recipient	Address	Reason	Amount

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

- f. We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- g.

Name \_\_\_\_\_  
In the capacity of \_\_\_\_\_  
Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_  
Date \_\_\_\_\_

**Abstract of Bid Prices for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2**

Page \_\_\_\_ of \_\_\_\_

Date:

**Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2**

Invitation for Bid No. SIPMIU/MEG/27/2017/8

Name of Bidder \_\_\_\_\_

Part	Particulars	Amount in INR	
		Figure	Words
A	Total Amount for the goods to be offered from within India		
B	Total Amount for the goods to be offered from outside India		
<b>Sub Total</b>			
C	Provisional Sum	2,50,000.00	Rupees Two Lakhs Fifty Thousand only
<b>Grand Total</b>			

Currency of the amount quoted is in accordance with ITB Clause 15



**Part A- Price Schedule for goods to be offered from within India for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2**

**Bill of Quantities**

Page \_\_\_\_ of \_\_\_\_

Date:

**Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P 2**

Invitation for Bid No. SIPMIU/MEG/27/2017/8

Name of Bidder \_\_\_\_\_

1	2	3	4	5	6	7	8	9	
Item	Description	Country of Origin	Quantity	Unit	Unit Price EXW	Total EXW Price per item	Taxes & Duties Per Item	Total Price per Item including Taxes & Duties in figures	Total Price per Item including Taxes & Duties in words
						4 x 6		7 + 8	
1.0	Supply & delivery including Packing and forwarding to site, Inland transportation from works to place of final destination, local handling, transit insurance etc. Installation, testing commissioning at site as per specifications, relevant standards (IS/BS) and as directed by Engineer In-charge, including maintenance and satisfactory handing over to end user complete in all respect <b>Road Sweeping Machine</b>		1	No.					
2.0	Supply & delivery including Packing and forwarding to site, Inland transportation from works to place of final destination, local handling, transit insurance etc. Installation, testing commissioning at site as per specifications, relevant standards (IS/BS) and as directed by Engineer In-charge, complete with maintenance and satisfactory handing over to end user in all respect of <b>Hydraulic Baling Press</b>		2	No					
3.0	Supply & delivery including Packing and forwarding to site, Inland transportation from works to place of		1	No					

1	2	3	4	5	6	7	8	9	
Item	Description	Country of Origin	Quantity	Unit	Unit Price EXW	Total EXW Price per item	Taxes & Duties Per Item	Total Price per Item including Taxes & Duties in figures	Total Price per Item including Taxes & Duties in words
						4 x 6		7 + 8	
	final destination, local handling, transit insurance etc. Installation, testing commissioning at site as per specifications, relevant standards (IS/BS) and as directed by Engineer In-charge, including maintenance and satisfactory handing over to end user complete in all respect of <b>Open Nala Desilting Machine.</b>								
4.0	Supply & delivery including Packing and forwarding to site, Inland transportation from works to place of final destination, local handling, transit insurance etc. Installation, testing commissioning at site as per specifications, relevant standards (IS/BS) and as directed by Engineer In-charge, including maintenance and satisfactory handing over to end user complete in all respect of <b>Fire Fighting Equipment</b>		6	No.					
<b>Total</b>									

Notes:

Column 6: Incoterm in accordance with ITB Clause 14; Currency in accordance with ITB Clause 15  
 Price shall include all customs duties and all applicable taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the custom duties and all applicable taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Column 9: Currencies in accordance with ITB Clause 15

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

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

## Part B-Price Schedule for goods to be offered from outside India for Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1) Lot P2

**Bill of Quantities**

Page \_\_\_\_ of \_\_\_\_

Date:

Package No.: NERCCDIP/TR-02/SHG/ PH2/SWM/ 05B (RT-1)

Lot P2

Invitation for Bid No. SIPMIU/MEG/27/2017/8

Name of Bidder \_\_\_\_\_

1	2	3	4	5	6	7	8	9	
Item	Description	Country of Origin	Quantity	Unit	Unit Price EXW	Total EXW Price per item	Taxes & Duties Per Item	Total Price per Item including Taxes & Duties in figures	Total Price per Item including Taxes & Duties in words
	List to be indicated by the bidder					4 x 6		7 + 8	

1	2	3	4	5	6	7	8	9	
Item	Description	Country of Origin	Quantity	Unit	Unit Price EXW	Total EXW Price per item	Taxes & Duties Per Item	Total Price per Item including Taxes & Duties in figures	Total Price per Item including Taxes & Duties in words
						4 x 6		7 + 8	
<b>Sub Total</b>									

## Notes:

Column 5 and 6: Incoterm in accordance with ITB Clause 14

Currency in accordance with ITB Clause 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Column 8: Currencies in accordance with ITB Clause 15

Name\_\_\_\_\_

In the capacity of\_\_\_\_\_

Signed\_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of\_\_\_\_\_

Date\_\_\_\_\_