



MEGHALAYA BASIN DEVELOPMENT AUTHORITY

(MBDA)

Office of the State Project Management Unit, MegARISE,
RDL Building, Springside, Lumsophoh, Nongthymmai,
Shillong, Meghalaya – 793014.



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MEGHALAYA BASIN DEVELOPMENT AUTHORITY (MBDA)

Protection of Vulnerable Catchment Areas in Meghalaya (MegARISE)

Financed under

German Financial Cooperation with India

BMZ-Nos. 2015 67 643(Loan) and 2015 67 650 (Grant)

REQUEST FOR QUOTATION

for

**Procurement of GIS/UAV equipment for mapping and monitoring
under MegARISE**

RfQ No.: MBDA/MegARISE/2024-25/G-10/511787/

Procurement No: G10 - 511787

Date of Issue: 21st October 2024

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Section I: Letter of Invitation

Procurement of GIS/UAV equipment for mapping and monitoring under MegARISE

RFQ No.: MBDA/MegARISE/2024-25/G-10/511787/

Date: 21st October 2024

Dear Sir/Madam,

1. The Government of Meghalaya hereinafter called “Meghalaya Basin Development Authority (MBDA)”, has received financing from KfW towards the cost of the “Protection of Vulnerable Catchment Areas in Meghalaya” Project, hereinafter called “MegARISE”, and intends to apply part of the proceeds towards eligible payments under the contract for which this Request for Quotation (RfQ) is issued.
2. Meghalaya Basin Development Authority (MBDA) now invites sealed price quotations from eligible suppliers (refer to Section III. Clause No. 3 for eligibility criteria) for the supply and delivery of the following items mentioned in the table below:

Table 1:

Lot#	Name of Goods	Brief Description of the Goods	Quantity (Nos)	Delivery Period	Delivery Address
Lot1	Micro Category UAV with Multispectral and RGB Camera & Accessories	AIRCRAFT	3	<i>Within 30 days of the Purchase Order issued</i>	<i>Meghalaya Basin Development Authority (MBDA) Procurement Division RDL Building, 3rd Floor, Springside Opposite HP Office Lumsophoh, Nongthymmai - 793014</i>
		Remote Controller	3		
		Battery	18		
		Battery Charger	3		
		Charging Hub	3		
		RTK Module	3		
		Drone Carrying Case	3		
		Battery Storage Case	3		
		microSD CARDS	9		
Lot2	Small Category UAV & Accessories	Aircraft	2		
		Remote Controller	2		
		Aircraft Battery	24		
		Remote Controller Battery	2		
		Battery Station	2		
		PROPELLERS	8 (4CW & 4CCW)		
		Landing Pad	2		
		Battery Storage Case	4		
		AIRCRAFT BATTERY	6		
		BATTERY STORAGE CASE	1		
Lot3	RGB Sensor for the Small Category UAV	Camera	2		
		Gimbal	2		
		SD CARDS	2		
Lot4	D-RTK2 BASE STATION	D-Rtk2 Base Station	1		

3. Quotations must be in a sealed envelope for both price and technical offer, clearly marked with the inscription:

**“Procurement of GIS/UAV equipment for mapping and monitoring under MegARISE”
RFQ No.: MBDA/MegARISE/2024-25/G-10/511787/**

Addressed to:

Meghalaya Basin Development Authority (MBDA)

**Procurement Division
RDL Building, 3rd Floor,
Springside Opposite HP Office
Lumsohphoh, Nongthymmai – 793014**

4. The deadline for receipt of your sealed quotation is **11th November 2024 by 1600 Hrs. (IST)**. Quotations will be opened on **11th November 2024 at 1630 Hrs** . All late submissions will be rejected outright.
5. All bids must be accompanied by the following documents. Offers with incomplete documents will be rejected:
 - a) Declaration of Undertaking (Section V)
 - b) Form of Quotation (Section VI)
 - c) List of Goods and Price Schedule (Section VIII)
 - d) Schedule of Technical Specifications of Goods Offered (Section IX)
 - e) A copy of company’s business registration/trading license
 - f) GST Registration Certificate
 - g) Manufacturers or Technical Brochures (catalogues) on the items offered
 - h) Non- Manufactures’ Bidders will submit the Manufacturer’s Authorization Form (MAF).
 - i) Copies of Past Contract/Supply orders/completion certificate for the last 5 years
6. Tenderers are required to complete the quotation Form and Price Schedule on their company’s letter head in the formats provided in Section VI and VIII of the bid documents.
7. Quotation shall be fixed and presented in Indian Rupees. Price Quotations shall indicate any discount separately. The financial evaluation will be based on the price quotation per item. The final financial evaluation will consider the economically most advantageous offer for all items.
8. **Price quotations will indicate all applicable taxes separately.**
9. Tenders shall be valid for **sixty (60) days** from the date of tender submission.
10. Tenderers are requested to bid for any of the items.
11. The items shall be delivered to the Recipient within **30 days** from the date of Contract Signature.
12. 100% payment of the contract price will be paid within thirty (30) days after full delivery of all the items and accepted by the Purchaser and the Recipient.

13. A Tender Security or Insurance bond is not required.
14. When preparing their quotations, tenderers shall be guided by the Instructions and Conditions of supply in Section III.
15. Requests for clarifications shall be submitted within five (5) days after the date of Issuing of the Invitation of Quotation to the address: kfwmbdaprocurement@gmail.com
16. We look forward to receiving your quotation and thank you for your interest in the project.

Yours sincerely

Sd/-

**Additional Project Director
MegARISE, MBDA**

Section II: Pre-selected Firms

Not Applicable

Section III: Instructions to Bidders

Procurement of GIS/UAV equipment for mapping and monitoring under MegARISE

RFQ No.: MBDA/MegARISE/2024-25/G-10/511787/

1. Rules of the procurement	<p>The rules of this procurement and the selection of the firm for the supply of the goods will be made in accordance with the KfW "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".</p> <p>The latest version of these KfW Guidelines can be downloaded from KfW's website under: https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf.</p>
2. Context of the requirement	Procurement of GIS/UAV equipment for mapping and monitoring under MegARISE
3. Eligibility criteria to participate in public procurement	<p>The suppliers established in India shall :</p> <ul style="list-style-type: none">a.) be in conformity with the provisions of the law andb.) have fulfilled their obligations with regard to the payment of duties and taxes andc.) are generally eligible as per KfW Eligibility Criteria (Section IV).d.) have no conflict of interest as per article 1.3.3 of KfW's Procurement Guidelines. In particulare.) not being owned or controlled by the purchaser;f.) not having business or family relationship with Purchaser's staff involved in the procurement process or the supervision of the resulting contract;g.) not being associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement;h.) not having the same legal representative as another bidder.i.) shall observe the highest standard of ethics and respect social as well environmental standards during the procurement process and contract implementation as set forth in Section IV a – KfW Policy Sanctionable Practice – Social and Environmental Responsibility. KfW will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

	<p>j.) Experience in Supplying of Similar Assignment/ product at least three contracts within the last five years, as of the submission deadline for the quotation</p> <p>With regards to the supply and delivery kindly note the following:</p> <p>k.) All the Goods and Related Services to be supplied under the contract and financed by KfW shall have their origin in any country in accordance with Section IV – KfW Eligibility Criteria</p>
4. Pre-selected firms	N/A
5. Clarifications	<p>Requests for clarifications shall be submitted within five (5) working days after the date of issuing of this RFQ to kfwmbdaprocurement@gmail.com</p>
6. Submission of quotation	<p>Quotations shall be submitted in 1 original quotation enclosed in a sealed envelope, clearly marked with the inscription: “Procurement of GIS/UAV equipment for mapping and monitoring under MegARISE” RfQ No: MBDA/MegARISE/2024-25/G-10/511787/ and must be sent or delivered to the address: Meghalaya Basin Development Authority (MBDA) Procurement Division RDL Building, 3rd Floor, Springside Opposite HP Office Lumsohphoh, Nongthymmai – 793014</p>
7. Submission deadline for the quotation	<p>Date: No later than 11th November 2024 by 1600 Hrs</p> <p>Any quotations received after the deadline prescribed in this section will be rejected and returned unopened to the bidder.</p>
8. Opening of quotations	<p>The opening will be held on 11th November 2024 at 1630 Hrs. at Meghalaya Basin Development Authority (MBDA), Procurement Division, RDL Building, 3rd Floor, Springside Opposite HP Office, Lumsohphoh, Nongthymmai – 793014, office in the presence of the Bid Evaluation Committee and the bidders’ representatives who prefer to attend.</p>
9. Period of validity of quotation	60 Days (starting from submission date)
10. Documents comprising the quotation	<p>Each bidder shall submit only one quotation.</p> <p>Quotations submitted by the bidders shall comprise the following documents:</p> <p>a.) Declaration of Undertaking (Section V)</p>

	b.) Form of Quotation (Section VI) c.) List of Goods and Price Schedule (Section VIII) d.) Schedule of Technical Specifications of Goods Offered (Section IX) e.) Company's Business registration/trading license f.) GST Registration Certificate g.) Manufacturer's or Technical Brochures (catalogues) on the items offered h.) Non- Manufactures' Bidders will submit the Manufacturer's Authorization Form (MAF). i.) Copies of past contract/supply orders/completion certificate for the last 5 years Incomplete offers will be rejected.
11. Brief description of the required goods (Technical details in Section IX)	As per Table 1
12. Language of bid	The bid prepared by the Bidder, and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language.
13. Currency of quotation	<input checked="" type="checkbox"/> Indian Rupee (INR) ₹
14. Bid prices	<ul style="list-style-type: none"> • The Bidder shall indicate, on the appropriate Price Schedule attached to these documents (Section VIII), the total Bid Price quoted CIP (Carriage and Insurance Paid To) for goods, transport and insurance to the named place of destination (specified in No. 23), excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported. • The prices indicated in the quotation are fixed and not subject to any adjustment during the period of validity. • In case of any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected.
15. Taxes on price quotation	Quotation must be exclusive of any Taxes. Applicable taxes shall be quoted separately. Expenditure Claims under the Project will be exclusive of taxes and will be borne by the MBDA.
16. Partial quotations	<input checked="" type="checkbox"/> Not permitted (quotations must include all lots in this RFQ) <input type="checkbox"/> Permitted (quotations can exclude some lots in this RFQ)
17. Clarification of quotations	The Purchaser may, at its discretion, ask any Bidder for a clarification of its quotation, if necessary.

18. Correction of arithmetical errors	Provided that the quotation is substantially responsive, the Purchaser shall correct arithmetical errors on the basis that the respective unit price and amount expressed in words shall prevail.
19. Evaluation criteria	<ul style="list-style-type: none"> • A quotation is considered substantially responsive if it meets the requirements listed in No. 10 without material deviation, reservation, or omission. Non-responsive offers will be rejected. • The <u>technical evaluation</u> shall be carried out by an evaluation of compliance to confirm that all requirements of Section IX: Technical Specifications have been met without any material deviation or reservation, or omission. • The <u>financial evaluation</u> will be a lowest price evaluation of the total price of the offer (corrected as necessary) after the evaluation of the technical compliance of the bids. • The financial evaluation will be evaluated on the net prices without the GST rate.
20. Award of contract	<ul style="list-style-type: none"> • The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be administratively and technical compliant and has been determined as the lowest evaluated bid.
21. Notification of award	<ul style="list-style-type: none"> • 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. • Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
22. Signing contract	<ul style="list-style-type: none"> • At the time as the Purchaser notifies the successful Bidder that his bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in this RFQ Document, incorporating all agreements between the parties. • Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser. The contract will become effective only upon return of the signed Contract Agreement.
23. Recipient and delivery location of goods	<p>Recipient of goods:</p> <p>Address: Meghalaya Basin Development (MBDA) Procurement Division RDL Building, 3rd Floor, Springside Opposite HP Office Lumsohphoh, Nongthymmai - 793014 Email: kfwmbdaprocurement@gmail.com</p>

Section IV: Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1. are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2. have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3. have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4. have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5. are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6. have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents,

including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Section IV a - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

1) Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

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

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

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

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official

investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2) Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation¹ (ILO) and international environmental treaties and;
- b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

¹ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

Section V: Declaration of Undertaking

Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")

To:

("Project Executing Agency")

1. We recognize and accept that KfW only finances projects of the Project Executing Agency ("PEA") subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);
 - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or
 - 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country

of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature:

Dated:

**DECLARATION OF TAX CONFORMITY - BINDING CONFIRMATION FOR LEGAL
PERSONS**

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. The company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. The company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. The company will duly pay taxes that may arise from the provision of contracted services;
5. All information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

(Name of the Authorised person)

.....

(Signature(s))

Declaration of tax conformity – binding confirmation for natural persons

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

.....

.....

(Date)

(Name of the person)

.....

(Signature)

Section VI: Form of Quotation

[The Bidder shall prepare his Bid Submission Form on a letterhead paper specifying the Bidder's complete name, address and communication details].

Date: _____

To: **Meghalaya Basin Development Authority (MBDA)**

Ref.: Procurement of GIS/UAV equipment for mapping and monitoring under MegARISE

RFQ No.: MBDA/MegARISE/2024-25/G-10/511787/

We refer to your RFQ No. ____ dated _____. We undertake to supply the goods as indicated in the attached Schedule of Technical Specifications and List of Goods and Price Schedule in accordance with the Request for Quotation document for the contract price of _____ (amount in words and figures) in _____ (name of currency).

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

We undertake to complete the delivery of the above equipment to the Recipient within ____ days from the date of Contract Signature.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in the Section III Clause No. 3

The validity period of our quotation is: _____ days.

Until a formal Contract is prepared and executed, this quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the validity of the Quotation required by the documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Section VII: Schedule of Requirements

1) Supply of Goods & warranty:

Each item of equipment to be supplied is described in Section IX: Schedule of Technical Specifications of Goods. The successful Supplier shall supply a copy of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).

Items offered should be covered by at least 3 Years warranty (if applicable) from the date of delivery to the Purchaser/Procuring Entity. Goods offered shall be new, unused and based on the manufacturer's current and most recent model

2) Recipient of Goods:

The Recipient of Goods is:

Meghalaya Basin Development Authority (MBDA)

Procurement Division

RDL Building, 3rd Floor, Springside Opposite HP Office

Lumsohphoh, Nongthymmai - 793014

Email: kfwmbdaprocurement@gmail.com

3) Delivery and Installation

All equipment shall be forwarded to the final destination as per No. 2 under the responsibility of the Supplier within 30 days after signing of contract. The supplier is responsible for installation and instruction of the end-users pursuant to the instruction procedures of the manufacturers. The manuals have to be delivered in English and for selected items in English language as indicated in the schedule of requirements.

4) Post-Sales Service:

Please provide details of any after-sales service that you offer, including technical support and maintenance

Section VIII: Price Schedule of Goods

Currencies in accordance with Section III No. 13						Date: <i>[Insert]</i>	
						RFQ. No.: <i>[Insert]</i>	
						Page <i>[Inserts]</i> of <i>[Insert]</i>	
1	2	3	4	5	6	7	8
Line Item No.	Description of Goods*	Country of Origin	Delivery Time in Days at named place of CIP destination <i>[Insert final destination(s) in the Purchaser's country]</i>	Quantity and Physical unit (Nos.)	CIP Unit Price & Currency excluding Custom Duties and Import Taxes paid, in accordance with Section I No. 14	Sales and other taxes paid or payable if Contract is awarded.	Currency & Total Price per line item (Col. 5 x 6)
<i>Lot#</i>							
Total Price (including currency) CIP plus local services (if any) <i>[Insert name of Purchaser's Country]</i>							

Name of Bidder:

Signature of Bidder

Date:

***Description of goods to be provided along with the warranty**

Section IX: Schedule of Technical Specifications of Goods

Technical Specifications: Procurement of GIS/UAV equipment for mapping and monitoring under MegARISE RfQ No. MBDA/MegARISE/2024-25/G-10/511787 Date-21 st October, 2024						
Lot#	Name of Items	Description of Items	Quantity	Specification		Statement of Compliance (Bidder’s Offered Item & Specification)
Lot1	Micro Category UAV with Multispectral and RGB Camera & Accessories	Aircraft	3	Net Weight	950-1000g	
				Max Takeoff Weight	1,050 g	
				Dimensions	Folded (without propellers): 223*96.3*122.2	
					Unfolded (without propellers): 347.5×283×139.6 mm (Length×Width×Height)	
				Diagonal Length	Diagonal: 380.1 mm	
				Max Flight Speed	15 m/s (Normal Mode)	
					Flying forward: 21 m/s, flying sideways: 20 m/s, flying backwards: 19 m/s (Sport mode)	
				Max Wind Speed Resistance	12 m/s	
				Max Take-off Altitude Above Sea Level	6000 m	
				Max Hover Time (without wind)	37 minutes	
				Max Flight Distance	32 km	
				GNSS	GPS + Galileo + BeiDou + GLONASS	
				Operating Temperature	-10° to 40° C (14° to 104° F)	

					memory card with a speed rating of V30 or higher	
					SanDisk Extreme 32GB V30 A1 microSDHC	
					SanDisk Extreme PRO 32GB V30 A1 microSDHC	
					SanDisk Extreme 512GB V30 A2 microSDXC	
					Lexar 1066x 64GB V30 A2 microSDXC	
					Kingston Canvas Go! Plus 64GB V30 A2 microSDXC	
					Kingston Canvas React Plus 64GB V90 A1 microSDXC	
					RGB CAMERA	
				Image Sensor	4/3 CMOS	
					Effective Pixels: 20 MP	
				Lens	FOV: 84°	
					Equivalent focal length: 24 mm	
					Aperture: f/2.8 to f/11	
					Focus: 1 m to ∞	
				ISO Range	100-6400	
				Shutter speed	Electronic shutter: 8-1/8000 s	
					Mechanical shutter: 8-1/2000 s	
				Max Image Size	5280×3956	
				Image Format	JPEG/DNG (RAW)	
				Video Format	MP4 (MPEG-4 AVC/H.264)	
					MULTISPECTRAL CAMERA	
				Image Sensor	1/2.8-inch CMOS, effective pixels: 5 MP	
				Lens	FOV: 73.91° (61.2° x 48.10°)	

					Equivalent focal length: 25 mm	
					Aperture: f/2.0	
					Focus: Fixed Focus	
				Multispectral Camera Band	Green (G): 560 ± 16 nm;	
					Red (R): 650 ± 16 nm;	
					Red Edge (RE): 730 ± 16 nm;	
					Near infrared (NIR): 860 ± 26 nm;	
				Shutter Speed	Electronic Shutter: 1/30~1/12800 s	
				Max Image Size	2592×1944	
				Image Format	TIFF	
				Video Format	MP4 (MPEG-4 AVC/H.264)	
				Photo Shooting Mode	Single shot: 5 MP	
					Timelapse: 5 MP	
					TIFF: 2/3/5/7/10/15/20/30/60 s	
				Video Resolution	H.264	
					FHD: 1920 x 1080@30fps	
					Video content: NDVI/GNDVI/NDRE	
				GIMBAL		
				Stabilization System	3-axis mechanical gimbal (tilt, roll, pan)	
				Mechanical Range	Tilt: -135° to 45°	
					Roll: -45° to 45°	
					Pan: -27° to 27	
				Max Control Speed (tilt)	100°/s	
		Remote controller	3	Image Transmission System	O3 Image Transmission Industry Edition	
				Max Effective Signal Distance (Unobstructed, No interference)	FCC: 15 km	
					CE: 8 km	
					SRRC: 8 km	
					MIC: 8 km	

Operating Band of Image Transmission	2.400-2.4835 GHz
	5.725-5.850 GHz
Antennas	4 antennas, 2 transmitting and 4 receiving
Wi-Fi Protocol	802.11 a/b/g/n/ac/ax
	Support 2×2 MIMO Wi-Fi
Bluetooth Protocol	Bluetooth 5.1
Screen Resolution	1920×1080
Screen Size	5.5 inches
Screen Brightness	1,000 nits
Screen Frame Rate	60 fps
Battery	Lithium-ion battery (5000 mAh, 7.2 V)
Charging Type	100W Battery Charging Hub or USB charger with 12V or 15V specifications is recommended
Storage Capacity	Internal Memory (ROM): 64 GB
	Supports microSD card usage to increase storage capacity
Operating Time	Approx. 3 hours
Video Output Port	Mini-HDMI Port
Operating Temperature	-10° to 40° C (14° to 104°F)
Charging Temperature	5° to 40° C (41° to 104° F)
GNSS	GPS + Galileo + GLONASS
Dimensions	Antenna is folded and no control sticks are installed:
	183.27×137.41×47.6 mm (Length×Width×Height)
	Antenna unfolded and control sticks are installed:
	183.27×203.35×59.84 mm (Length×Width×Height)

				Weight	Approx. 680 g	
				Recommended microSD Cards	SanDisk Extreme PRO 64GB V30 A2 microSDXC	
					SanDisk High Endurance 64GB V30 microSDXC	
					SanDisk Extreme 128GB V30 A2 microSDXC	
					SanDisk Extreme 256GB V30 A2 microSDXC	
					SanDisk Extreme 512GB V30 A2 microSDXC	
					Lexar 667x 64GB V30 A2 microSDXC	
		Battery	18	Capacity	5000 mAh	
				Standard Voltage	15.4 V	
				Max Charging Voltage	17.6 V	
				Battery Type	LiPo 4S	
				Energy	77 watt-hours	
				Weight	335.5 g	
				Charging Temperature	5° to 40° C (41° to 104° F)	
		Battery charger	3	Input	100V to 240V (AC), 50Hz to 60Hz, 2.5A	
				Output Power	100 Watts	
		Charging hub	3	Input	USB-C: 5V to 20V, 5.0A	
				Output	Battery Port: 12V to 17.6V, 8.0A	
				Rated Power	100 Watts	
				Charging Type	3 batteries on charging rotation	
				Charging Temperature	5° to 40° C (41° to 104° F)	
		RTK Module	3	Dimensions	50.2×40.2×66.2 mm (Length×Width×Height)	
				Weight	24±2 g	
				Interface	USB-C	

				RTK Position Accuracy	Fixed RTK:	
					Horizontal: 1 cm + 1 ppm; Vertical: 1.5 cm + 1 ppm	
		Drone carrying case	3	Dimensions	L13.8 x W9.3 x H6.2"	
				Exterior Dimensions	L15.8 x W12.1 x H6.8"	
				Powerclaw Latching System		
				Waterproof	IP67 Rated	
				Impact Resistant NK-7 Resin		
				Padlockable		
				Stackable		
				Automatic Pressure Release Valve		
		Battery storage case	3	Colour:	Black	
				Material:	PP, EVA	
				No of batteries stored	9	
				Weight	1750g (approx.)	
		Micro SD Card	9	Storage	128 GB	
				Speed	memory card with a speed rating of V30 or higher	
Lot2	Small Category UAV & Accessories	Aircraft	2	Weight	3.7 kg	
				Dimension	Unfolded (without propeller LxWxH)- 810mmx670mmx430mm	
					Folded (with propeller LxWxH)- 430mmx420mmx430mm	
				Takeoff weight	900-1000 gm	
				Payload weight supported	900-1000 gm	
				Operating Frequency	2.4000-2.4835 GHz, 5.150-5.250 GHz, 5.725-5.850 GHz	
				Flight altitude	5000-7000 m	

				Wind Resistance	10-15 m	
				Flight time	55 minutes	
				Sensor supported	RGB mapping, zoom camera, wide angle camera, Infrared thermal camera, laser range, night vision, Lidar	
				RTK Positioning Accuracy (RTK FIX)	1 cm + 1 ppm (horizontal), 1.5 cm + 1 ppm (vertical)	
				Ingress Protection Rating	IP55	
				Global Navigation Satellite System	GPS + GLONASS + BeiDou + Galileo	
				Operating Temperature	-20° to 50° C (-4° to 122° F)	
				Video Transmission		
				Video Transmission System	O3 Enterprise Transmission	
				Antenna	4 video transmission antennas, 2T4R	
				Max Transmission Distance (unobstructed, free of interference)	20 km (FCC)	
					8 km (CE/SRRC/MIC)	
				Max Transmission Distance (with interference)	Low Interference and Obstructed by Buildings: approx. 0-0.5 km	
					Low Interference and Obstructed by Trees: approx. 0.5-3 km	
					Strong Interference and Unobstructed: urban landscape, approx. 1.5-3 km	
					Medium Interference and Unobstructed: suburban landscape, approx. 3-9 km	
					Low Interference and Unobstructed: suburb/seaside, approx. 9-20 km	
				VISION SYSTEM		
				Obstacle Sensing Range	Forward/Backward/Left/Right: 0.7-40 m, Upward/Downward: 0.6-30 m	

				FOV	Forward/Backward/Downward: 65° (horizontal), 50° (vertical), Left/Right/Upward: 75° (horizontal), 60° (vertical)				
				INFRARED SENSING SYSTEM					
				Obstacle Sensing Range	0.1-8 m				
				FOV	30° (±15°)				
				LED AUXILLIARY LIGHT					
				Effective Illumination Distance	5 m				
				Illumination Type	60 Hz, solid glow				
				Resolution	1080p				
				FOV	142°				
				Frame Rate	30fps				
				Remote controller	2		Screen	7.02-inch LCD touchscreen; resolution: 1920×1200; max brightness: 1200 nits	
							Weight	1.25 kg	
							Global Navigation Satellite System	GPS + GLONASS + BeiDou + Galileo	
	External Battery (WB37 Intelligent Battery)	Capacity: 4920 mAh							
		Voltage: 7.6 V							
		Type: Li-ion							
	Ingress Protection Rating	IP54							
	Operating Time	approx. 3.3 hours							
	Operating Temperature	-20° to 50° C (-4° to 122° F)							
	Operating Frequency	2.4000-2.4835 GHz, 5.725-5.850 GHz							
	Wi-Fi Protocol	Wi-Fi 6							
	Bluetooth Protocol	Bluetooth 5.1							

				Max Transmission Distance (unobstructed, free of interference)	20 km	
		Aircraft battery	24	Capacity	5880 mAh	
				Voltage	44.76 V	
				Type	Li-ion	
				Weight	1200-1500 g	
				Operating Temperature	-20° to 50° C (-4° to 122° F)	
				Ideal Storage Temperature	22° to 30° C (71.6° to 86° F)	
				Charging Temperature	-20° to 40° C (-4° to 104° F)	
				Charging Time	With a 220V power supply, it takes approximately 60 minutes	
		Remote controller battery	2	Capacity	4920 mAh	
				Voltage	7.6 V	
				Battery Type	LiPo	
				Energy	37.39 Wh	
		Battery station	2	Dimensions:	580×358×254 mm (L×W×H)	
				Net Weight:	Approx. 9.03 kg	
				Output Power:	100-120 V (AC), 750 W; 220-240 V (AC), 992 W	
				USB-C Charging Port:	65W max output power	
				Operating Temperature:	-20° to 40° C (-4° to 104° F)	
				Input Voltage	100-120 VAC, 50-60 Hz, 220-240 VAC, 50-60 Hz	
		Propellers	8 (4CW & 4CCW)	Dimensions	53cm diameter, 25cm pitch	
		Landing pad	2	Material	Ethylene Vinyl Acetate	
				Style	16 tiles	
				Product dimension	55*55*19cm	

				Weight	4.92 kg	
		Battery storage case	4	Size (L x W x H)	42 cm x 15 cm x 35.5 cm	
				Waterproof and dust tight design.		
				Molded-in hinge for added protection.		
				Snap-down rubber over-molded cushion grip handle		
				Ambient pressure equalization valve.		
				Resistant to impact damage.		
		Aircraft battery	6	Capacity: 5,880 mAh		
				Weight: Approx. 685 g		
				Voltage: 26.1 V		
				Operating Temperature: -20 to 50 °C (-4° to 122° F)		
		Battery storage case	1	Size (L x W x H)	42 cm x 15 cm x 35.5 cm	
				Material	PP, EVA	
				Number of batteries to be stored	6	
				Weight	2000g (approx.)	
Lot3	RGB Sensor for the Small Category UAV	Camera	2	Dimensions	198×166×129 mm	
				Weight	Approx. 800 g	
				Power	20W	
				IP Rating	IP4X	
				Operating Temperature Range	-20° to 50° C (-4° to 122° F)	
				Sensor	Sensor size (Still): 35.9×24 mm (Full frame)	
					Sensor size (Max video recording area): 34×19 mm	
					Effective Pixels: 45MP	

					Pixel size: 4.4 μm	
				Supported Lenses	DL 24mm F2.8 LS ASPH (with lens hood and balancing ring/filter), FOV 84°	
					DL 35mm F2.8 LS ASPH (with lens hood and balancing ring/filter), FOV 63.5°	
					DL 50mm F2.8 LS ASPH (with lens hood and balancing ring/filter), FOV 46.8°	
				Supported SD Cards	SD: UHS-I rating or above; Max capacity: 512 GB	
				Storage Files	Photo / GNSS Raw Observation Data/ Image Log File	
				Minimum photo interval	0.7 s	
				Shutter Speed	Mechanical Shutter Speed: 1/2000*-1 s	
					Electronic Shutter Speed: 1/8000-1 s	
					*Aperature value no larger than f/5.6	
				Aperture Range	f/2.8-f/16	
				ISO Range	Photo: 100-25600	
					Video: 100-25600	
				Video Format	MP4,MOV	
				Video Resolution	16:9 (1920×1080)	
					16:9 (3840×2160)*	
				Frame Rate	60fps	
		GIMBAL	2	Stabilized System	3-axis (tilt, roll, pan)	
				Mechanical Range	Tilt: -130° to +40°;	
					Roll: -55° to +55°;	
					Pan: ±320°	
		SD Cards	2	SD	UHS-I rating or above	
				Capacity	256 GB	

Lot4	D-RTK2 BASE STATION	D-RTK2 Base station	1	GNSS Frequency	GPS: L1 C/A, L2, L5
					BEIDOU: B1, B2, B3
					GLONASS: F1, F2
					Galileo: E1, E5A, E5B
				Positioning Accuracy	Single Point
					Horizontal : 1.5 m(RMS)
					Vertical : 3.0 m(RMS)
					RTK
					Horizontal : 1 cm+ 1 ppm(RMS)
					Vertical : 2 cm+ 1 ppm(RMS)
					1 ppm: For every 1 km increase in distance, the accuracy will be 1 mm less. For example, the horizontal accuracy is 1.1 cm when the receiving end is 1 km away from the base station.
				Positioning Update Rate	1 Hz, 2 Hz, 5 Hz, 10 Hz and 20 Hz
				Cold Start	< 45 s
				Hot Start	< 10 s
				Recapture Time	< 1 s
				Initialization Reliability	> 99.9%
				Differential Data Format	RTCM 2.X/3.X
				IMU	
				Features	Built-in high-precision 6-axis accelerometer D-RTK 2 movement monitoring Sloping measurements Electronic bubble level
PHYSICAL CHARACTERISTICS					
Dimensions (D-RTK 2 body with extension rod)	168 mm×168 mm×1708 mm				

				IP Rating	IP65
				Data Link	OcuSync, Wi-Fi, LAN, 4G
				Operating Frequency	2.400 GHz to 2.483 GHz 5.725 GHz to 5.850 GHz
				Memory Capacity	16 GB
				<i>ELECTRICAL CHARACTERISTICS</i>	
				Power Consumption	12 W
				Power Supply	16.5 to 58.8VDC
				Battery	Type : Lithium-ion battery Capacity: 4920 mAh Energy: 37.3 WH
				Run Time	WB37 battery : >2 h MG-12000P battery : > 50 h
				<i>OPERATING TEMPERATURE</i>	
				Operating Temperature	4° to 131° F (-20° to 55° C)

Section X: Conditions of Contract

1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
 - c) "The Goods" means Equipment and related Accessories and spare-parts which the Supplier is required to supply to the Purchaser under the contract;
 - d) "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
 - e) "The Purchaser" means the organization purchasing the goods;
 - f) "The Supplier" means the individual or firm supplying the goods and services under this contract.

2. Technical Specification

- 2.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specification.

3. Patent Right

- 3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.

4. Inspection and Tests

- 4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to Purchaser's premises.
- 4.2 Should any inspected goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free to the Purchaser.

5. Packing

- 5.1 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.
- 5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 5.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 5.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

6. Delivery of Goods

- 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of requirements.

All Goods and Related Services to be supplied under the Contract and financed by the KfW shall have their origin in accordance with Section IV (Eligibility Criteria) of the Request for Quotation.

For the purpose of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance. The term “origin” means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7. Insurance

- 7.1 The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 7.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the Beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

8. Warranty

- 8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 8.2 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 8.3 The following time limit for warranty shall apply:
Standard Warranty: Transfer of the manufacturer's normal warranty conditions and time (usually 6 months to 2 years) on materials, tools and simple machinery to the Purchaser, and representation of the Purchaser is case of warranty claims.
- 8.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 8.5 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.

9. Payment

- 9.1 Payment for goods supplied from within 30 days shall be made in Indian Rupees into the bank accounts of the selected supplier after the delivery, installation and commissioning of goods to the satisfaction of the Purchaser.
- 9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and by the shipping documents and, upon fulfilment of other obligations stipulated in the Contract.
- 9.3 Payment shall be made promptly by the Purchaser within thirty (30) days of submission of an invoice/claim by the Supplier.

10. Prices

- 10.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.

11. Liquidated Damages

- 11.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.0 percent of the contract price of delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods'

contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

- | | |
|---|---|
| 12. Resolution of Disputes | <p>12.1 The Purchaser and 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.</p> <p>12.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Laws and Rules of Purchaser's Country.</p> |
| 13. Language | 13.1 The Governing Language of this contract shall be English. |
| 14. Applicable Law | 14.1 The applicable law shall be the Law of Purchaser's Country. |
| 16. Taxes and Duties | <p>16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Meghalaya.</p> <p>16.2 All taxes, duties, license fees and other such levies are to be listed separately on the invoices.</p> |
| 18. Insurance, Reimbursements, guarantee or similar claimable payments | 18.1 Any reimbursements guarantee or similar claimable payments and any insurance payments shall be remitted to a special account of the Recipient in the country of the Recipient, which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent. |
| 19. Fraud and Corruption | <p>19.1 The Government requires that the Employer, as well as Bidders and Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.</p> <p>KfW requires the same complemented by Section IVa KfW Policy.</p> <p>19.2 In pursuance of this requirement, the Employer shall:</p> <ul style="list-style-type: none"> a) exclude the Bidder from participation in the procurement proceedings concerned or reject a quotation/bid for award; b) if it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds. <p>19.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Employer, it shall,</p> |

in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Employer related to matters of alleged fraud or corruption shall be in writing.

19.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- a) **“Corrupt Practice”** means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other \governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- b) **“Fraudulent Practice”** means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
- c) **“Collusive Practice”** means a scheme or arrangement among two or more Bidders, without the knowledge of the Purchaser (prior to or after Bid submission), designed to establish Bid prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
- d) **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- e) **“Obstructive Practice”** is
 - 1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing

its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- 2) acts intended to materially impede the exercise of the Government's inspection and audit rights.

19.5 The Government requires that the Employer's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

20. Inspections and Audit by the KfW

20.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

20.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the KfW and/or persons appointed by the KfW to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the KfW if requested by the KfW.

21. Force Majeure

21.1 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.

21.2 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.

21.3 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.

22. Termination

22.1 **Termination for Default**

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract
 - (ii) If the Supplier fails to perform any other obligation under the Contract
 - (iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption.
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 21.1(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.

22.2 Termination for Insolvency

- a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

Section XI: Contract Form

THIS AGREEMENT made the ____ day of _____ 2024 between Meghalaya Basin Development Authority (MBDA) (hereinafter called “the Purchaser”) of the one part and _____ (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz.,

Procurement of GIS/UAV equipment for mapping and monitoring under MegARISE

RFQ No.: MBDA/MegARISE/2024-25/G-10/511787/

and has accepted a bid by the Supplier for the supply of those goods in the sum of _____ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Quotation Form and the Price Schedule submitted by the Supplier;
 - b) The Schedule of Requirements;
 - c) The Technical Specifications;
 - d) The Conditions of Contract; and
 - e) The Purchaser’s Notification of Award.
 - f) Signed Declaration of Undertaking
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal: