

Request for Bids
Goods
(Two-Envelope Bidding Process)

Contract Title: THE SUPPLY, INSTALLATION, COMMISSIONING & COMPREHENSIVE MAINTENANCE OF OFF-GRID SOLAR ENERGY SOLUTIONS FOR AGRICULTURE AND ALLIED MACHINERIES IN DIFFERENT LOCATIONS (INITIALLY IN 4 SITES) WITHIN THE STATE OF MEGHALAYA.

RFB Reference No.: MBMA/SFURTI/01/2021-22/695

Dated: 2nd June,2022

Meghalaya Basin Management Agency(MBMA) invites sealed Bids from eligible Bidders for **The Supply, Installation, Commissioning & Comprehensive Maintenance Of Off-Grid Solar Energy Solutions viz. Agriculture And Allied Machineries In Different Locations (Initially In 4 Sites) Within The State Of Meghalaya as per following details:**

Bid Reference #	Description of Tender	EMD (INR)
RFB NO: MBMA/SFURTI/01/2021-22/695	The Supply, Installation, Commissioning & Comprehensive Maintenance Of Off-Grid Solar Energy Solutions For Agriculture And Allied Machineries In Different Locations (Initially In 4 Sites) Within The State Of Meghalaya	7,58,400.00

1. Bidding will be conducted through Open Tendering using a Request for Bids (RFB) in two envelopes (technical and financial bids) and is open to all eligible Bidders.
2. Interested eligible Bidders may obtain further information and inspect the bidding documents during office hours 1100 hrs. to 1600 hrs. at the office of the Meghalaya Basin Development Authority, Meghalaya, Shillong, India.
3. A complete set of bidding documents is available on the website: www.mbda.gov.in and can be freely downloaded by interested bidders. *“The bidders, who have downloaded the bid documents, shall be solely responsible for checking the website for any addendum issued subsequently to the bid document and take into consideration*

while preparing and submitting the bids. Bidders to note that bid document will not be sent by mail or courier by MBMA and also no fees to be paid by the bidders to download the bid document.

4. Bids must be delivered to the address below on or before **June 27, 2022 (1600 Hrs. IST)**. Electronic Bidding will not be permitted. Late Bids will be rejected. The outer Bid envelopes marked “ORIGINAL BID”, and the inner envelopes marked “TECHNICAL PART” will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend, at the address below. All envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall remain unopened and will be held in safe custody of the Purchaser until the second public opening.
5. All Bids must be accompanied by a “*Bid Security,*” of *Indian Rupees Six Lakhs and Seventy Thousand only.*
6. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the purchaser’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

Important Dates

- (a) Date of Issue of:
bidding document **June 2nd, 2022**
- (b) Date of Pre-bid Meeting: **June 7, 2022 at 1100 Hrs.**
(Bidders interested to participate in the pre-bid meeting may please send a request to mbdaprocurement@gmail.com for sending a link to them)
- (c) Last date and time for :
Submission and receipt of bids **June 27, 2022 at 1600 hrs.**
- (d) Date and Time :
opening of technical bids **June 27, 2022 at 1630 hrs.**
- (e) Place of opening of bids: **Meghalaya Basin Management Agency**
O/o Meghalaya Basin Development Authority,
C/o Meghalaya State Housing Financing
Cooperative Society, Upper Nongrim Hills,
Shillong– 793003, Meghalaya

(f)Address for communication:

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

Seal of Office & Address

Shri.Jagdish Chelani, IAS
Executive Director,MBMA
Meghalaya Basin Management Agency
C/o Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills,
Meghalaya, Shillong - 793003
Telephone: 0364-2522043
E-mail: mbdaprocurement@gmail.com
Website: www.mbda.gov.in

Request for Bids Goods

(Two-Envelope Bidding Process)

**Tender Notification For: The Supply,
Installation, Commissioning & Comprehensive
Maintenance Of Off-Grid Solar Energy
Solutions *viz.* Agriculture And Allied
Machineries In Different Locations (Initially In
4 Sites) Within The State Of Meghalaya.**

RFB No: MBMA/SFURTI/01/2021-22/695

Issued on: *June 2, 2022*

Standard Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.
 - 1.2 Throughout this bidding document:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, including, if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser), with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.
2. **Source of Funds**
 - 2.1 MBMA
 - 2.2 NA
3. **Not Used**
 - 3.1 NA
4. **Eligible Bidders**
 - 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire

Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS reference ITB 2.1 (the name of the project), that it provided or were provided by any affiliate

that directly or indirectly controls, is controlled by, or is under common control with that firm; or

- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 NA.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision

of the Purchaser.

4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid/Proposal–Securing Declaration.

(a) NA.

4.8 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

(a) NA.

5. Eligible Goods and Related Services

5.1 NA

5.2 For purposes of this ITB, 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.

5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

6.1 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 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V- Eligible Countries

- Section VI –Not Used

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract
- Section IX - Special Conditions of Contract
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

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

7. Clarification of the Bidding Document

7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding

document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of 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 from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in 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 into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents comprising Bid

- 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and

the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL BID”.

11.2 The **Technical Part** shall contain the following:

- (a) **Letter of Bid - Technical Part:** prepared in accordance with ITB 12;
- (b) **Bid Security** or **Bid-Securing Declaration:** in accordance with ITB 19.1;
- (c) **Alternative Bid - Technical Part:** if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;
- (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (e) **Bidder’s Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;
- (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
- (g) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
- (h) **Conformity:** documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;
- (i) any other document **required in the BDS.**

11.3 The **Financial Part** envelope shall contain the following:

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Price Schedules:** completed prepared in

accordance with ITB 12 and ITB 14;

(c) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;

(d) any other document **required in the BDS.**

11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11.5 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

12. Letters of Bid

12.1. The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1. Unless otherwise **specified in the BDS,** Alternative Bids shall not be considered.

14. Bid prices and Discounts

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

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

14.3 The price to be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any

discounts offered.

- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use

transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-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 the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in theBDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in theBDS;**
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in theBDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) 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;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified **in the BDS**.

15.2 The Bidder may express the Bid price in any

currency. If the 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 foreign currencies in addition to the currency of the Purchaser's Country.

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

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the

Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

18.1. Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the

expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested (in accordance with ITB 19), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish, as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid security, in the amount and currency specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS,**

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
 - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the

Bidder in the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part – Financial Part, or any extension thereto provided by the Bidder ;
or

- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 48; or
 - (ii) furnish a performance security in accordance with ITB 49.

19.8. The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a Bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 48; or furnish a performance security in accordance with ITB 49;

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or

financially sensitive information.

- 20.3 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 where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in two separate, sealed **envelopes** (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked “ORIGINAL BID”.
- 21.2 In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the

Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”

- 21.3 The envelopes marked “ORIGINAL BID” and “BID COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE BID”) shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.
- 21.4 All inner and outer envelopes, shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 22.1;
 - (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening.
- 21.5 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.

22. Deadline for Submission of Bids

- 22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS. **When so specified in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall

thereafter be subject to the deadline as extended.

23. Late Bids

- 23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (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:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

- 24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid and repeated in the Letter of Bid - Financial Part, or any extension thereof.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

- 25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with this ITB, all bids received by

the deadline at the date, time and place specified **in theBDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with ITB 22.1, shall be as specified **in theBDS**.

- 25.2. First, the written notice of withdrawal in the envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.
- 25.5. Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "FINANCIAL PART" shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked "TECHNICAL PART" the

Purchaser shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid Security, if required and any other details as the Purchaser may consider appropriate.

- 25.6. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified in **theBDS**.
- 25.7. At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. Following the opening of the Technical Parts of the Bid the Purchaser shall prepare a record that shall include, as a minimum:
 - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;
 - (c) the presence or absence of a Bid Security or Bid-Securing Declaration; and
 - (d) if applicable, any Alternative Bid - Technical Part;
- 25.9. 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.

F. Evaluation of Bids - General Provisions

26. **Confidentiality**
 - 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders, or any other persons

not officially concerned with the Bidding process, until after the Purchaser transmits to all Bidders the Notification of Intention to Award the Contract in accordance with ITB 43.1.

- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and 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, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 35.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- 28.2 "Omission" is the failure to submit part or all of the information or documentation required in the

bidding document.

- 29. Nonconformities, Errors and Omissions**
- 29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

G. Evaluation of Technical Parts of Bids

- 30. Evaluation of Technical Parts**
- 30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31. Determination of Responsiveness**
- 31.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the

Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.2 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Qualification of the Bidders

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the firm.

H. Public Opening of Financial Parts of Bids

33. Public Opening of

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser

Financial Parts

shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

- (a) their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their envelope marked “FINANCIAL PART” will be returned to them unopened after the completion of the bid evaluation process and the signing of the Contract;
- (c) notify them of the date, time and location of the public opening of the envelopes marked ‘FINANCIAL PART’.

33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and
- (b) their envelope marked “FINANCIAL PART” will be opened at the public opening of Financial Parts;
- (c) notify them of the date, time and location of the public opening of the envelopes marked “FINANCIAL PART”.

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.

33.4 At this public opening the Financial Parts will be opened by the Purchaser in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who

met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Purchaser may consider appropriate.

- 33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the Bid opening in the manner specified **in the BDS**.
- 33.6 The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked “FINANCIAL PART”.
- 33.7 The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder whose Financial Part was opened;
 - (b) the Bid price, per lot (contract) if applicable, including any discounts,
 - (c) if applicable, any Alternative Bid - Financial Part.
- 33.8 The Bidders whose envelopes marked ‘FINANCIAL PART’ have been opened or their 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.

I. Evaluation of Financial Parts of Bids

34. Evaluation of Financial Parts

- 34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified **in theBDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and
 - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
- 34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.
- 34.4 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the

Bidder;

- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).

35. Correction of Arithmetical Errors

35.1 In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetical errors on the following basis:

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

and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1 and ITB 35.2, shall result in the rejection of the Bid.

36. Conversion to Single Currency

36.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as specified **in theBDS**.

37. MarginofPreference

37.1 Unless otherwise specified **in theBDS**, a margin of preference shall not apply.

38. Comparison of Financial Parts

38.1 The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

39. Abnormally Low Bids

39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.

39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of

the bidding document.

- 39.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

40. Most Advantageous Bid

- 40.1 Having compared the evaluated costs of Bids, the Purchaser shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

41. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids

- 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

42. Not Used

- 42.1 Not Used

43. Not Used

- 43.1 Not Used

J. Award of Contract

44. Award Criteria

- 44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

45. Purchaser’s Right to Vary Quantities at Time of Award

- 45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the

bidding document.

46. Notification of Award

- 46.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Purchaser shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 46.2 At the same time, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
 - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
- 46.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.
- 46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall

constitute a binding Contract.

47. Not Used

47.1 Not Used

48. Signing of Contract

48.1 Promptly upon Notification of Award, the Purchaser shall send the successful Bidder the Contract Agreement.

48.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

48.3 Notwithstanding ITB 48.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18 using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be

acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

- 49.2 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 Bidder offering the Most Advantageous Bid.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
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<p>ITB 1.1</p>	<p>The Purchaser is: Meghalaya Basin Management Agency, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 0364 2522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p> <p>The name and identification number of the NCB is: <i>Name: The Supply, Installation, Commissioning & Comprehensive Maintenance Of Off-Grid Solar Energy Solutions For Agriculture And Allied Machineries In Different Locations (Initially In 4 Sites) Within The State Of Meghalaya</i></p> <p>The number, identification and names of the lots (contracts) comprising this NCB are: IFB Reference: MBMA/SFURTI/01/2021-22/695</p> <table border="1" data-bbox="464 846 1419 1182"> <thead> <tr> <th data-bbox="464 846 654 919">Bid Reference #</th> <th data-bbox="654 846 1222 919">Description</th> <th data-bbox="1222 846 1419 919">EMD (INR)</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 919 654 1182">MBMA/SF URTI/01/20 21-22/695</td> <td data-bbox="654 919 1222 1182">The Supply, Installation, Commissioning & Comprehensive Maintenance Of Off-Grid Solar Energy Solutions viz. Agriculture And Allied Machineries In Different Locations (Initially In 4 Sites) Within The State Of Meghalaya</td> <td data-bbox="1222 919 1419 1182">7,58,400.00</td> </tr> </tbody> </table> <p>Destination: Delivery to be completed after signing the contract at respective Block locations as mentioned under the Technical Specifications section</p>	Bid Reference #	Description	EMD (INR)	MBMA/SF URTI/01/20 21-22/695	The Supply, Installation, Commissioning & Comprehensive Maintenance Of Off-Grid Solar Energy Solutions viz. Agriculture And Allied Machineries In Different Locations (Initially In 4 Sites) Within The State Of Meghalaya	7,58,400.00
Bid Reference #	Description	EMD (INR)					
MBMA/SF URTI/01/20 21-22/695	The Supply, Installation, Commissioning & Comprehensive Maintenance Of Off-Grid Solar Energy Solutions viz. Agriculture And Allied Machineries In Different Locations (Initially In 4 Sites) Within The State Of Meghalaya	7,58,400.00					
<p>ITB 4.1</p>	<p>Maximum number of members in the Joint Venture (JV) shall be: <i>Two including the Lead Member</i></p>						
	<p>B. Contents of Bidding Document</p>						
<p>ITB 7.1</p>	<p>For <u>Clarification of bid purposes</u> only, the Purchaser's address is: Attention: <i>Procurement Section</i> Meghalaya Basin Development Authority, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 0364 2522043 E-mail: mbdaprocurement@gmail.com</p>						

	Website: www.mbda.gov.in
ITB 7.2	<p>Added the following as clause 7.2:</p> <p>A Pre-Bid Conference will be held at [11.00 Hrs] (local time) on [June 2, 2022 at Meghalaya Basin Development Authority]. Attendance is strongly advised for all prospective Bidders or their representatives but is not mandatory.</p> <p>Considering the present pandemic situation; pre-bid conference can also be attended virtually. Interested bidders are requested to send their request to attend the pre-bid conference to mbdaprocurement@gmail.com for sending them the link.</p> <p>The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Participation in the pre-bid meeting is optional. Minutes and/or addendum will be made available on the project website at www.mbda.gov.in . Bidders must keep a regular watch on the website for any changes or updates on this procurement.</p>
	C. Preparation of Bids
ITB 10.1	<p>The language of the Bid is: <i>“English”</i></p> <p>All correspondence exchange shall be in English language.</p>
ITB 11.2 (i) & 11.3 (d)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> 1. Bidder must submit Audited Financial Statements and/or Bank Certificate for the last 3 years in support of average annual turnover. (2018 – 19 ; 2019 – 20 and 2020-21) 2. Technical schedules of goods as required by technical specifications. 3. A detailed description of the Goods essential technical and performance characteristics 4. A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications. 5. For purposes of the commentary to be furnished pursuant to clause 4 above, the Bidder shall note that standards for workmanship, material and goods, and any references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder

	<p>may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications</p> <p>6. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment</p> <p>7. Non-manufacturer bidders will submit the manufacturer's authorization Form as per Performa in Section IV.</p> <p>8. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years. Such adverse actions taken against the bidder may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.</p> <p>9. Attested copy of Company's PAN, GST and Income Tax details and ward/circle where it is being assessed.</p> <p>10. List of service centre details of the technical personnel working with the Bidder.</p> <p>11. Original brochures with relevant page(s) in support of the technical specifications of the equipment along with the web addresses/URL of the manufacturers.</p> <p>12. Bidders exempted from any taxes or licences must submit clear photocopies of those certificates/licences.</p>
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITB 14.7	The Incoterms edition is: 2010
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	"Final Delivery (Project Site)": delivery at respective block locations; to be installed and commissioned at respective village locations as mentioned in the Technical Specification Section.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of

	spare parts): 5 years
ITB 17.2 (a)	Manufacturer's authorization is: Required
ITB 17.2 (b)	After sales service is: Required
ITB 18.1	The Bid validity period shall be 12 month from the date of opening of Second Envelope (Financial Bid). A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
ITB 18.3 (a)	The Bid price shall Not be adjusted
ITB 19.1	<p>Bid shall include a Bid Security (issued by bank) included in Section IV Bidding Forms;</p> <p>The Bid Security Instrument shall be drawn in favor of Meghalaya Basin Management Agency, Shillong, Meghalaya.</p> <p>Bidders are required to provide contact details of the issuing bank (email) for the purpose of verifying the authenticity of the bid security.</p> <p>The amount of Bid Security will be INR 7,58,400.00</p>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney
	D. Submission of Bids
ITB 21.2	<p>In addition to the original of the bid, the number of copies is: Two; and a soft copy in pen drive.</p> <p><i>The original signed and company stamped hard copy will prevail in case of any deviations.</i></p>
ITB 22.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Address: Meghalaya Basin Management Agency, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p> <p>Attention: The Chief Executive Officer , MBMA</p> <p>The deadline for the submission of bids is: Date: June 27, 2022</p>

	Time: 1600 hrs.
	E. Public Opening of Technical Parts
ITB 25.1	<p>The Technical bid opening shall take place at:</p> <p>Meghalaya Basin Management Agency, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522921 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p> <p>Date: June 27, 2022 Time: 1630 hrs.</p>
ITB 25.6	The Letter of Bid - Technical Part and the sealed envelope marked “Second Envelope - Financial Part” shall be initialed by three representatives of the Purchaser conducting Bid opening.
F. Evaluation of Bids – General Provisions	
ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
H. Public Opening of Financial Parts	
ITB 33.5	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the location, date and time of the public opening of Financial Parts.</p> <p>The Purchaser shall publish a notice of the public opening of the Financial Parts on its website.</p>
I. Evaluation of Bids - Financial Parts	
ITB 34.1(a)	<i>“Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder”.</i>
ITB 34.5	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

	<p>(a) Deviation in Delivery schedule: Not Applicable</p> <p>(b) Deviation in payment schedule: Not Applicable</p> <p>(c) The cost of major replacement components, mandatory spare parts, and service: Not Applicable</p> <p>(d) The availability in India, of spare parts and after sales services for the equipment offered in the bid. An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and part inventories, if quoted separately, shall be added to the bid price, for evaluation purpose only.</p> <p>(e) The projected operating and maintenance costs during the life of the equipment: Not Applicable</p> <p>(f) The performance and productivity of the equipment offered: Not Applicable</p> <p>(g) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria: Applicable</p>
	<p>J. Award of Contract</p>
<p>ITB 45.1</p>	<p>The maximum percentage by which quantities may be increased is: 20</p> <p>The maximum percentage by which quantities may be decreased is: 20</p>

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate Bids and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

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3.1. Evaluation Criteria (ITB 34.5).....	52

The Purchaser shall use the criteria and methodologies listed in this Section to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

TECHNICAL PART

1. Qualification (ITB 32)

1.1 Qualification Criteria (ITB 32.1)

Purchaser will evaluate the technical bids of the bidders; bids which meets the technical requirement (as per technical specifications and various requirement of warranty, operations and maintenance of five years, availability of spare parts, training to district and block level officials etc.

Financial bids will be opened for only technically qualified bidders, after which post qualification will be done to arrive at the most advantageous bid.

POST QUALIFICATION CRITERIA

S #	Description	Off-Grid Solar Energy Solutions
1	Financial: The Bidder must have average annual turnover during the last 3 (three) years. (2018 – 2019; 2019 – 2020 and 2020-21)	INR 1.5 Crore
2	Technical: If bidder is supplier of the product(s) then it should have at least three (3) years' experience of trading	Experience in similar product(s) i.e.Solar Energy Sales and , with minimum INR 1crore in not more than 5 contracts within last 03 years. (single contract of the required or higher value may also be acceptable) .

S #	Description	Off-Grid Solar Energy Solutions
3	Technical: if the bidder is a manufacturer of the product(s) then it should have at least three (3) years of experience of manufacturing and sale of the products offered.	Experience in similar product(s) i.e.Solar Production, with minimum INR 1 crore in not more than 5 contracts within last 03 years. (single contract of the required or higher value may also be acceptable)

NOTE:

1. Bidder is required to submit the audited statements of last three years as proof for financial capability. (2018 – 2019; 2019 – 2020 and 2020-21)
2. Bidder is required to submit the clear copies of contracts/work or purchase orders of the last three years to substantiate the technical capability.

If the bidder is a Joint venture (JV), each member should meet the above requirement.

If the bidder is a Joint Venture (JV), all members of the JV should jointly meet the above qualification requirements. One member (the member in charge) should meet at least seventy percent (70%) and one member should meet at least thirty percent (30%) of the above qualification requirement.

3.2 The bidder :

1. Organization should be in operation for the last 3 years in the field of supply, installation and maintenance of Solar Energy Solutions etc.
2. Company registration certificates or any other proof of incorporation to be submitted to establish the legal status.
3. The Company should be able to provide excellent service. It is expected that complaints will be addressed within 72 hrs of lodging.
4. Solar panels used by the company should be of a supplier in India and should have manufacturing company name and the technical specifications
5. Audited IT return for last 3 financial years.
6. PAN card / GST No. etc for the Organization.
7. Self-Declaration Certificate to declare that the organization is not blacklisted.
8. Documents to establish that the Organization has implemented Projects of minimum cumulative worth Rs.100 lakh or more in the last one year.
9. The Quotes should include AMC for 2 - 5 years with minimum of 2 Scheduled Service every year.
10. The Bidder should have a ServiceCentre Facility in Meghalaya

The Vendor will also ensure insurance/coverage of damage to service staff by way of any accidents during the course of this engagement with MBMA for providing the services covered under this tender. MBMA will not be liable for any accidental loss/injury occurred during the execution of work awarded through this tender. to satisfy warranty and service conditions laid down in SCC 28.(Bidder to provide names and details of engineers, list of facilities etc. along with the bid.)

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

FINANCIAL PART

3. Evaluation(ITB 30, 31, and 34)

3.1. Evaluation Criteria (ITB 34.5)

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

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

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

- (b) Deviation in payment schedule.

No deviation in the payment scheduled is allowed

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

Deleted

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

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

- (e) Projected operating and maintenance costs are not allowed
- (f) Performance and productivity of the equipment are not considered
- (g) Specific additional criteria
 - *Warranty – 5 years*
 - *Operations and Annual Maintenance for 5 years including*
 - *Capacity Building and training of 2 persons per location*

Section IV - Bidding Forms

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Letter of Bid – Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid in the first envelope “TECHNICAL PART”.

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

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

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

RFB No.: *[insert number of Bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We havenot been suspended nor declared ineligible by the Purchaser based on execution of a Bid/Proposal Securing Declaration in the Purchaser’s country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and weare not participating in any other bid(s) as a Joint Venture member or as a

subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 13;

- (h) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of Bidder]*

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

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

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

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

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

Letter of Bid - Financial Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Bid - Financial Part in the second envelope marked “FINANCIAL PART”.

The Bidder must prepare the Letter of Bid - Financial Part on stationery with its letterhead clearly showing the Bidder’s complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

The Financial Part shall contain;

The Rates quoted for the Supply of Solar Energy and Other Solutions in the different Geographical Locations (Namely 1. WapungSkulIVCS EastJaintia Hills District. 2. Sohphoh IVCS, West Jaintia Hills District,3. UmdiharIVCS ,RiBhoi District and 4. Nonglang IVCS, West Khasi Hills District).The Rates quoted should include all Taxes levied by the ADCs, State & Central Govt. Packing, Forwarding Charges including Loading & Unloading, Installation & Commissioning and Annual Maintenance Contract (AMC) for a period of 2 to 5 years.

In submitting our Financial Part we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];*

In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;

In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

(c) **Discounts:** The discounts offered and the methodology for their application are:

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

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

(d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

(e) **Binding Contract:** 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.

Name of the Bidder: **[insert complete name of the Bidder]*

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

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

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

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

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

Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid submission]*
RFB No.: *[insert number of Bidding process]*

Page _____ of _____ pages

1. Bidder's Name and Address <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration/ starting of the organization : <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

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

Price Schedule: Goods Manufactured in the Purchaser's Country

Currencies in accordance with ITB 15								Date: _____	
								RFB No: _____	
								Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	GST payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
1	Goods								
2	Goods								
3	Goods								
4	Goods								
5	Goods								
Total Price									

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

NOTE:

- 1. Bidders to refer to technical specifications section for detailed “Scope of Work” and list of locations where the installation will be required.**
- 2. All Deliveries to be made at Block locations mentioned in the Technical Specifications section - Delivery**
- 3. All equipments will be inspected and verified by MBMA**
- 4. Supplier to arrange for capacity building of at least two members of the community at each location.**

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						RFB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
1	<i>Performance or supervision of the on-site assembly and/or start-up of the supplied Goods including installation and commissioning.</i>			As per the respective numbers in different phases		
2	<i>Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.</i>			As per the respective numbers in different phases		
3	<i>Operation & Annual Maintenance of Turbines for 2-5 years from the date of installation and acceptance including warranty of five years.</i>			As per the respective numbers in different phases		
Total Bid Price						

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

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date: *[Insert date of issue]*

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

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

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

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

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

accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

[Signature(s)]

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

Manufacturer's Authorization

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

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

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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.

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

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

Title: *[insert title]*

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

(i) *Proforma FOR PERFORMANCE Statement*[Please see ITB Clause 36.2 and Section III-
Evaluation and Qualification Criteria]

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

Bid No. _____ Date of opening _____ Time _____
Hours

Name of the Firm _____

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

Signature and seal of the Bidder _____

Section V –Not Applicable

Section VI–Not Used

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date <i>[to be provided by the Bidder]</i>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
1	Goods		Nos.	As per the phases mentioned in the Technical Specification section (within 12 - 16 weeks of signing the contract)			
2	Goods		Nos.				
3	Goods						
4	Goods						
5	Goods						

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed*	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
1	<i>Performance or supervision of the on-site assembly and/or start-up of the supplied Goods including installation and commissioning.</i>		Nos.	As per respective site	As per respective site
2	<i>Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.</i>		Nos.	As per respective site	As per respective site
3	<i>Operation & Annual Maintenance of Turbines for 2- 5 years from the date of installation and acceptance including warranty of Five years.</i>		Nos.	As per respective site	As per respective site

* site locations may change during execution

1. If applicable

3. Technical Specifications

The supply, installation, commissioning & comprehensive maintenance of off-grid solar energy solutions for agriculture and allied machineries in different locations (initially in 4 sites) within the state of meghalaya.

NOTE:

1. MBMA has the right to award the work under this tender to single or multiple vendors and in multiple tranches based on the lowest quote ascertained through this tender.
2. The implementation of Solar Solutions at the different locations is subjected to receiving the approval for installation from the Local Authorities.
3. The Summary of the list of the equipments required are as below;

Sl. No	Lot No	Name of Machine	Quantity Required
1	Lot #1A	Rice Huller	4 nos
2	Lot #2A	Rice Flake Making Machine	4 nos
3	Lot #3A	Rice Flake Cleaning Machine	4 nos
4	Lot #4A	Paddy Pre Cleaner and Grader	4 nos
5	Lot #5A	Paddy roaster	4 nos
6	Lot #6A	Hermetic Bag	4 nos
7	Lot #7A	Bubble Drier	4 nos
8	Lot #8A	Solar Backup System	4 nos
9	Lot #9 A	Paddy Soaking Tank	4 nos
10	Lot #1B	Home Freeze Drier	4 nos
11	Lot #2B	Multi Purpose Fruit Crusher, Juicer & Pulper	4 nos
12	Lot #3B	Jam Filling Machine	4 nos
13	Lot #4B	Multi Purpose Pulp Processing Machine	4 nos
14	Lot #5B	Solar Backup System	4 nos
15	Lot #1C	Ginger & Turmeric Washer	4 nos
16	Lot #2C	Ginger & Turmeric Slicer	4 nos
17	Lot #3C	Abrasive Stone Mill	4 nos
18	Lot #4C	Band Sealing Machine	4 nos
19	Lot #5C	Bag Stitching Machine	4 nos
20	Lot #6C	Solar Drier Integrated with Biomass	4 nos
21	Lot #7C	Solar Backup System	4 nos
22	Lot #8C	Heat Pump Dehydrators with Trays	4 nos
23	Lot # 9C	Turmeric powder packing machine	4 nos
24	Lot #1D	Laptop	4 nos

25	Lot #2D	Computer	4 nos
26	Lot #3D	Printer	4 nos
27	Lot #4D	Solar Backup System	4 nos
28	Lot #1E	Lab equipments	4 nos
29	Lot #2E	Soil Testing Kit	4 nos
30	Lot #3E	Water Testing Kit	4 nos
31	Lot # 1F	Agricultural toolkit for distribution	1000 nos.
32	Lot # 2F	Transportation trays for agro-produce	800 nos.
33	Lot # 1G	Bamboo Cross Cutter machine (Pro)	1 no.
34	Lot # 2G	Bamboo Hand splitter machine	1 no.
35	Lot # 3G	Bamboo inside knot remover with sizing & slicing m/c (3 in 1)	1 no.
36	Lot # 4G	Semi-automatic bamboo round stick making machine	1 no.
37	Lot # 5G	Two side planner machine	1 no.

	SOLAR COMPONENTS	Quantity Required
1	SOLAR PV MODULE	4 sets and as per site requirement and mentioned specifications
2	MOUNTING STRUCTURE	4 sets and as per site requirement and mentioned specifications
3	DC COMBINER BOX/ARRAY JUNCTION BOX	4 sets and as per site requirement and mentioned specifications
4	BATTERY	4 sets and as per site requirement and mentioned specifications
5	PCU/ INVERTER	4 sets and as per site requirement and mentioned specifications

Annexure A – Technical Specification for Solarization of Paddy Value Chain

Lot #1A – Rice Huller

SL No	Features	Specification
1	Feature	Rice Huller
2	Model	Stand Type
3	Motor	100S Frame with 100% Copper Winding
4	Driven Type	Motor and Pulley
5	Motor Rating	Upto 3HP, Single Phase
6	Roll Material	MS and SS Food Grade
7	Machine Capacity	Minimum Capacity 100Kg/Hr
8	Warranty	1 Year Including Motor

Lot #2A – Rice Flake Making Machine

SL No	Features	Specification
1	Feature	Semi-Automatic Poha Making Machine
2	Model	Stand Type
3	Motor	100S Frame with 100% Copper Winding
4	Driven Type	Motor and Pulley
5	Motor Rating	Upto 3HP, Single Phase
6	Roll Material	MS and SS Food Grade
7	Machine Capacity	Minimum Capacity 100Kg/Hr
8	Warranty	1 Year Including Motor

Lot #3A – Rice Flake Cleaning Machine

SL No	Features	Specification
1	Feature	Semi-Automatic Poha Making Machine
2	Model	Stand Type
3	Motor	100S Frame with 100% Copper Winding
4	Driven Type	Motor and Pulley
5	Motor Rating	Upto 3HP, Single Phase
6	Roll Material	MS and SS Food Grade
7	Machine Capacity	Minimum Capacity 100Kg/Hr
8	Warranty	1 Year Including Motor

Lot #4A – Paddy Pre-Cleaner and Grader

SL No	Features	Specification
1	Feature	Pre-Cleaning of Paddy and Grading of Processed Rice
2	Body	Metallic Body with Rust Proof Frame
3	Motor	100S Frame with 100% Copper Winding
4	Motor Rating	Upto 2HP, Single Phase
5	Machine Capacity	Minimum Capacity 250Kg/Hr
6	Warranty	1 Year Including Motor

Lot #5A – Paddy Roaster

SL No	Features	Specification
1	Feature	Pre-Cleaning of Paddy and Grading of Processed Rice
2	Body	Metallic Body with Rust Proof Frame
3	Fuel	Suitable for Fuelwood and LPG
4	Motor	B48/100S Frame with 100% Copper Winding
5	Motor Rating	Upto 1HP, Single Phase
6	Machine Capacity	Minimum Capacity 200Kg/Hr
7	Warranty	1 Year Including Motor

Lot #6A – Hermetic Bag

SL No	Features	Specification
1	Feature	Airtight, watertight, reusable, upto 1 year storage, protects against mold & insect growth
2	Model	Hermetic Bag Farm Zipper
3	Capacity	42Kgs
4	Suitable for	Rice paddy, wheat, maize soya bean
8	Warranty	1 Year

Lot #7A – Bubble Drier

SL No	Features	Specification
1	Feature	i. portable & easy to relocate, ii. Faster than conventional solar drying, iii. Protection from rain, pests, animals etc, iv. Multiple commodities at the same time
2	Model	SBD 25 Bubble Dryer
3	Capacity	500 kilograms per batch
4	Size	15m x 2 m
	Drying Area	25 sq mts
	Ventilator	12Vdc Ventilator
	Solar Module Capacity	100Wp x 1No
	Solar Charge Controller	12V 10A PWM/MPPT
	Battery Capacity	12V 100Ah Gel Battery/Lead Acid Battery
8	Warranty	1 Year

Lot #8A – Solar Backup System

Sl. No.	Material	Specification
1.	Solar Module	72 Cells 330Wp 24V (10 Modules in Series and 2 sets in parallel) Total 20 Modules
2.	MMS	Ground Mounted
3.	AJB with SPD & MCB	2in 1out
4.	SPCU	10KW, 240V dc
5.	Solar Battery	150Ah 12V (20 Batteries in Series)
6.	Cable for R+B (M-M)	4 Sq-mm Copper Cable
7.	Cable for R+B (M –Inv)	6 Sq-mm Copper Cable
8.	Cable for R+B (B-B, B–Inv)	16 Sq-mm Copper Cable
9.	Cable Load Wiring	6 Sq-mm Copper Cable
10.	Cable Load Wiring	4 Sq-mm Copper Cable
11.	Cable Load Wiring	2.5 Sq-mm Copper Cable
12.	Cable Load Wiring	1.5 Sq-mm Copper Cable
13.	Isolator	63A 230Vac
14.	MCB Double Pole	32A 230 ac
15.	MCB Double Pole	16A 230Vac for Each Machine
16.	Earthing Kit	
17.	Earthing Cable	10 Sq-mm Copper Cable
18.	GIPB with SPD & MCB	230V ac
19.	LED Bulb	7W 230Vac
20.	Lightning Arrestor Set	
21.	Battery Rack	Suitable to Hold 20 Batteries

Lots # 9 A Paddy Soaking Tank

Sl. no	Features	Specifications
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1	Capacity and material	Capacity- 1000 Kg Stainless Steel made
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Annexure B – Technical Specification for Solarization of Food Processing Equipment

Lot #1B – Home Freeze Drier

SL No	Features	Specification
1	Feature	Home Freeze Drier
2	Body	Stainless Steel Chamber and Collector
3	Capacity	12-16 LBS
4	Driven Type	Oil-Free Pump
5	Input	220Vac
8	Warranty	1 Year Including Motor

Lot #2B – Multipurpose Fruit Crusher, Juicer and Pulper

SL No	Features	Specification
1	Feature	Suitable for Making Pulp & Juice with the Heater/Steamer Integrated
2	Body	Food Grade Stainless Steel
3	Motor	B48/100S Frame with 100% Copper Winding
4	Motor Rating	Upto 2HP, Single Phase
5	Machine Capacity	Minimum Capacity 150Kg/Hr
6	Fuel	Provision for Both Electric Heater and LPG
7	Warranty	1 Year Including Motor

Lot #3B – Jam Filling Machine

SL No	Features	Specification
1	Feature	Semi-Automatic Machine for Filling Jam in Jars and Cans
3	Body	Food Grade
4	Type	Twin Filling Model with 100g – 500g Filling Capacity
5	Motor Rating	Upto 1HP, Single Phase
7	Machine Capacity	Minimum Capacity 5 Bottles per Minute
8	Warranty	1 Year on the Entire System

Lot #4B – Multi Purpose Pulp Processing Machine

SL No	Features	Specification
1	Feature	Multi Purpose Pulp Processing Machine
2	Body	MS or SS Food Grade
3	Motor Rating	Upto 2HP, Single Phase
4	Heater Rating	Upto 3KW, Single Phase
	Storage Capacity	130 Litres
5	Machine Capacity	15 to 20Kg Process in 10 to 15 Minutes
6	Warranty	1 Year on the Entire System

Lot #5B – Solar Backup System

Sl. No.	Material	Specification
1.	Solar Module	72 Cells 330Wp 24V (10 modules in Series)
2.	MMS	Ground Mounted
3.	AJB with SPD & MCB	2in 1out
4.	SPCU	7.5K VA
5.	Solar Battery	150Ah 12V (10 Batteries in Series)
6.	Cable for R+B (M-M)	4 Sq-mm Copper Cable
7.	Cable for R+B (M –Inv)	16 Sq-mm Copper Cable
8.	Cable for R+B (B-B, B–Inv)	16 Sq-mm Copper Cable
9.	Cable Load Wiring	6 Sq-mm Copper Cable
10.	Cable Load Wiring	4 Sq-mm Copper Cable
11.	Cable Load Wiring	2.5 Sq-mm Copper Cable
12.	Cable Load Wiring	1.5 Sq-mm Copper Cable
13.	Isolator	63A 230Vac
14.	MCB Double Pole	32A 230Vac
15.	MCB Double Pole	16A 230Vac for Each Machine
16.	Earthing Kit	
17.	Earthing Cable	10 Sq-mm Copper Cable
18.	GIPB with SPD & MCB	230Vac
19.	LED Bulb	7W 230Vac
20.	Lightning Arrestor Set	
21.	Battery Rack	Suitable to Hold 10 Batteries

Annexure C – Technical Specification for Solarization of Spice Processing Equipment**Lot #1C – Ginger & Turmeric Washer**

SL No	Features	Specification
1	Feature	Brush Type
2	Type of Peeling	Wet Peeling
3	Motor Rating	Upto 2HP (with Copper Winding), Single Phase
4	Roll Material	MS and SS and Brush to be Food Grade
5	Machine Capacity	Minimum Capacity 100Kg/Hr
6	Warranty	1 Year Including Motor

Lot #2C – Ginger & Turmeric Slicer

SL No	Features	Specification
1	Feature	Semi-Automatic Slicing Machine
2	Model	Stand Type or Table Top
3	Motor	Upto 1HP (with Copper Winding), Single Phase
4	Roll Material	MS and SS Food Grade
5	Blades Required	3MM Blade as Part of Supply
6	Extra Blades	Prices to be Given for Extra Blades Separately with Dimensions
7	Machine Capacity	Minimum Capacity 100Kg/Hr
8	Warranty	1 Year Including Motor

Lot #3C – Abrasive Stone Mill

SL No	Features	Specification
1	Feature	Abrasive Stone Mill
2	Model	Stand Type
3	Motor Rating	Upto 3HP (with Copper Winding), Single Phase
4	Roll Material	MS and SS Food Grade
5	Machine Capacity	Minimum Capacity 10Kg/Hr
6	Warranty	1 Year Including Motor

Lot #4C – Band Sealing Machine

SL No	Features	Specification
1	Feature	Semi-Automatic Band Sealing Machine
2	Body	MS and SS Food Grade
3	Power Consumption	Upto 500W, Single Phase Input
4	Sealing Width	Minimum 10MM
5	Sealing Speed	Upto 12m/Min
	Sealing Temperature	300 deg C
	Thickness	Maximum Sealing Material Thickness 0.8MM
	Overall Conveyor Loading	Minimum 2Kg
6	Warranty	1 Year Including Motor

Lot #5C – Bag Stitching Machine

SL No	Features	Specification
1	Feature	Hand Held Bag Stitching Machine
2	Type	Single Needle and Single Thread
3	No.of Stitches per Inch	Minimum 3.5 Stitches per Inch
	Thickness	Maximum Stitching Material Thickness 10MM
4	Power Consumption	Upto 500W, Single Phase Input
5	Weight	Upto 7Kgs
7	Warranty	1 Year Including Motor

Lot #6C – Solar Drier Integrated with Biomass

SL No	Features	Specification
1	Feature	Solar Drier Integrated with Biomass
2	Model	Polycarbonate Structure with GI or GP Frame
3	Size	200 sq ft Covered Area
4	Drying Capacity	upto 150Kgs
5	Floor	Cement Flooring with Black Kadapa Stone
6	Control Panel	Automatic Control Panel for Temperature and Humidity with its own Solar Backup Including Exhaust Fans
7	Biomass Fuel Charge	Bamboo/ Wood Based Gassifier of 50Kg per Charge
8	Warranty	1 Year for Entire Setup

Lot #7C – Solar Backup System

SL No	Material	Specification
1	Solar Module	72 Cells 330Wp 24V (10 Modules in Series)
2	MMS	Ground Mounted
3	AJB with SPD & MCB	2in 1out
4	SPCU	7.5KVA
5	Solar Battery	150Ah 12V (10 Batteries in Series)
6	Cable for R+B (M-M)	4 Sq-mm Copper Cable
7	Cable for R+B (M-Inv)	16 Sq-mm Copper Cable
8	Cable for R+B (B-B, B-Inv)	16 Sq-mm Copper Cable
9	Cable Load Wiring	6 Sq-mm Copper Cable
10	Cable Load Wiring	4 Sq-mm Copper Cable
11	Cable Load Wiring	2.5 Sq-mm Copper Cable
12	Cable Load Wiring	1.5 Sq-mm Copper Cable
13	Isolator	63A 230Vac
14	MCB Double Pole	32A 230Vac
15	MCB Double Pole	16A 230Vac
16	Earthing Kit	
17	Earthing Cable	10 Sq-mm Copper Cable
18	GIPB with SPD & MCB	230Vac
19	LED Bulb	7W 230Vac
20	Lightning Arrestor Set	
21	Battery Rack	Suitable to Hold 10 Batteries

LOT # 8C -Heat Pump Dehydrators with Trays

PRODUCT TECHNICAL DETAILS			
S.No	Item Name	Item Code	OTHERS

1	HEAT PUMP DEHYDRATORS- 3A-3KW	FES 3A1	Ambient Temp Range °C	5 TO 40			
			Rated Heating Capacity	kW:9,BTU:30708			
			Input power kW (A)	3(13.2)			
			Moisture Removal L / Hr	9			
			Rated Air Temp °C	55			
			Maximum Outlet Temp °C	60			
			CONTROLLERS	Humidity 00-	Temperat ure:	Timer: 00-24 hrs	
			EXTERNAL FAN	kW: 0.275		m3 / h : 6000	
			INNER FAN	kW: 0.078		m3 / h : 1400	
			CIRCULATION FAN	kW:0.75		m3 / h : 6000	
			Power Supply	240 / 50Hz			
			Refrigerant Type	R 134 A			
			Compressor Type	:Rotary			
			Compressor Qty	1			
			Throttling	EEV			
			Noise Db	<65			
			Unit Size(L*W*H) mm	1350 x 1200 x 1200			
			Net Weight Kgs	180			
			Drying Room Area L x B x H mm	1200 X 1200 X 1200 PPGI PUF PANNELS BODY			
			Drying qty. Kgs	75			
No of Trays	40						
Tray size	900 x 475 x 25 mm						

		Drying Time	8 to 14 Hrs.
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LoT # 9 C: Turmeric Powder packing machine

Sl. No.	Features	Specifications
1	Automation Grade:	Automatic
2	Power Consumption:	4 KW, 3 Phase/Single phase
3	Body:	MS & SS and Brush to be Food grade
4	Packaging Speed:	Min. 30 pouches/min
5	Sealing Type	: Central Seal with constant heat.
6	Type of filler:	Auger filler
7	Packaging size:	Length- 100-200 mm, Width: 200-400 mm

Annexure D – Technical Specification for Solarization of Laptop, Computer & Printer**Lot #1D – Laptop**

SL No	Features	Specification
1	Display	14 Inch FHD
2	Processor	Core i5 11 th Generation
3	RAM	8GB DDR4
4	Storage	512GB SSD (or) 1TB HDD + 256GB SSD
5	Graphics Card	Integrated
6	Operating System	Microsoft Windows Home with MS Office
7	Power Consumption	75 Watts Maximum
8	Warranty	1 Year Including Battery

Lot #2D – Computer

SL No	Features	Specification
1	Display	14 Inch FHD
2	Processor	Core i5 10 th Generation
3	RAM	8GB DDR4
4	Storage	1TB HDD
5	Graphics Card	Integrated
6	Operating System	Microsoft Windows Home with MS Office
7	Power Consumption	75 Watts Maximum
8	Warranty	1 Year

Lot #3D –Printer

SL No	Features	Specification
1	Printer Type	Ink Tank
2	Functions	Print Scan & Copy
3	Scanner Type	Flatbed
4	Power Consumption	15 Watts Maximum
5	Warranty	1 Year on the Entire System

Lot #4D – Solar Backup System

SL No	Material	Specification
1	Solar Module	72 Cells, 330Wp, 24V (2 Modules in Parallel)
2	MMS	Ground Mounted
3	AJB with SPD & MCB	1in 1out
4	Inverter	850VA
5	Solar Battery	120Ah 25.6V LiFePo4
6	Cable for R+B (M-Inv)	4 Sq-mm Copper Cable
7	Cable for R+B (B-Inv)	16 Sq-mm Copper Cable
8	Cable Load Wiring	2.5 Sq-mm Copper Cable
9	MCB Double Pole	32A 230Vac
10	MCB Double Pole	16A 230Vac
11	Earthing Kit	
12	Earthing Cable	10 Sq-mm Copper Cable
13	GIPB with SPD & MCB	230Vac
14	LED Bulb	7W 230Vac
15	Lightning Arrestor Set	
16	Battery Rack	Suitable to Hold the Battery

Annexure E – Technical Specification for Laboratory Equipment , etc.,

Lot #1E – Lab Equipment

SL No	Features	Specification
1	Moisture Analyser (MB-25)	Max. Weighing 200g, readability: 1mg/0.01%, Repeatability: Starting at an initial sample weight of approx. 1 g: $\pm 0.2\%$, Starting at an initial sample weight of approx. 5g: $\pm 0.05\%$, Temperature range: 40°C – 200°C
2	Double Beam UV-Vis Spectrophotometer AI-3200	Optical System – Double Beam Grating 1200 Lines/Mm, Wavelength Range – 190- 1100 Nm, Spectral Bandwidth – 1 Nm Wavelength Accuracy – ± 0.1 Nm Wavelength Repeatability – 0.1 Nm Wavelength Resolution - 0.1 Nm Wavelength Setting - Auto Photometric Accuracy – $\pm 0.3\%$ T, Photometric Repeatability - 0.001 Abs (0-0.5 Abs) Photometric Range – -0.3 – 3A, Photometric Mode - A, T, C, Stray Light - $\leq 0.02\%$ T, Stability - ± 0.004 A/H @500nm Baseline Flatness -- ± 0.001 A Standard Cell Holder - 2-Position Detector – Silicon Photodiode, Noise - 0.0003 A/H Standard Cell Holder - 2-Position, Light Source – Tungsten & Deuterium Lamp, Output – USB & Parallel Port, Power Consumption – AC 220V/50 Hz, Weight – 25 Kg
3	Oven	Control Panel: With Mains & Load Indicator, Fan Switch & Mains Switch, Temperature Controller, Temperature Range : Ambient to 250°C Temperature Stability: $\pm 1^\circ\text{C}$ or Better. Material : CRC/Mild Steel with Powder Coated, S.S. Gate Duty Cycle : Continuous Display: LED display Size: 18*18*18 INCHES NO OF TRAY 02
4	pH meter	Combo pH/Conductivity/TDS Tester (High Range) - HI98130 pH meter (0 - 14 - digital) HI98130 is supplied with HI73127 pH electrode and HI73128 electrode removal tool, batteries (4 x 1.5V) and instructions.
5	Centrifuges	Stable speed output even under unstable voltage conditions, Low sample temperature rise, High Capacity (R-8C BL), Wide variety of rotors & reduction adaptors, Brushless Induction motor with frequency drive, Microprocessor controller with digital display, Smooth & soft start, Inverter fault detection with auto shutdown, 7 segment LED display of speed Digital countdown timer & continuous run, Dynamic brake for quick deceleration, Last set parameters recall (Useful for repetitive analysis), Automatic door opening, Stainless Steel centrifuge Chamber, easy to clean, Safety lid interlock to prevent lid opening during centrifugation, Imbalance detection & centrifugation stop with display of error, Motor overload protection, Gas hinge to prevent door falling
6	Muffle Furnace	Indicator, Temperature Ranges: • Ambient To 1000°C Temperature Stability: $\pm 2^\circ\text{C}$ Or Better Duty Cycle : Continuous Insulation : High Ceramic Blanket & Board Insulation Material : Crc / Ms Sheet Duty Powder Coated, Interior : Ceramic Board & Grooved Refractory Chamber As Per Temp. Requirement Power Consumption: 220/230 Ac 50hz & 440v 3 Phase As
7	TDS Meter	For Both Dry & Wet Temp. Control Or Digital Temp. Controller Cum Indicator & Microprocessor Based Pid Temp. Controller Cum Indicator. Size 4*4*9 Inches Accuracy Ranges= $\pm 2\%$
8	Refractometer	1. Range (0-32 ⁰ Brix), 2. Range (28-55 ⁰ Brix), 3. Range (50- 90 ⁰ Brix),
9	Bamboo Cross Cutter Machine-(Pro)	Cutting Capacity : 100 mm, Max. Cutter Dia : 14" Special Bamboo T.C.T. Saw : 14" x 1" x 100 tip Measuring Guide – 1 Nos. Bamboo Holding Clamp : 1 Nos. Elect. Motor : 1 HP 3 PH (IE 2 Make) Starter : On-Off Switch Tool Kit : Standard Spanner. (To Cut the Bamboo)
10	Bamboo Hand Splitter Machine	Outer Dia : 225 mm Approx. Division ; 8, Blade Material : HCHCr, Sharpening : Blade are removable and sharpenable, Power : No required, (To Split The Bamboo in Required Divisions)
11	Bamboo Inside Knot Remover with Sizing & Slicing Machine - (3 in 1)	Width of Slice : 30 mm Minimum Thick : 1.5 mm Machine Feeder : 6 Stroke Slicer Blade : HCHCr, Elect. Motor : 3 HP 1440 RPM On-Off Switch – 1 Nos. Starter L & T Make or Similar – 1 No. Tool Kit – Standard Spanner, (To Remove Inside Knot of Bamboo and Making Slicing & Sizing.)
12	Two Side Planner Machine	Maximum Width : 25 mm Minimum Thickness : 5 mm Power Required : 5 HP, (Planning the Bamboo Two Side)
13	Heat Pump Based Water Heater	Input Voltage: 230Vac, Input Power: <1KW, Heating Output Capacity: 3KW, Hot Water Tank Volume: 300 Litres, Internal Coating : Enamel Coating / Fiber Glass Lined, Outside Insulation: PUF Insulation with Powder Coated Cladding, Insulation Thickness: 50mm
14	Weighing Scale	Power Source: AC Mains Input with Battery Backup, Weighing Capacity: Minimum 100Kg, Accuracy: 10g, Display Type: Digital, Platform Size: Minimum 14" x 14"
15	Plastic Crates	Size: Minimum 600mm x 400mm x 280mm

Lot #2E – SPECIFICATION OF SOIL TESTING KIT

The Kit should be portable, capable of qualitative and quantitative analyses of the following parameters within the specified range or better:

SL No	Parameter	Range
1	Organic Carbon	0- 1.72%
2	Available Nitrogen	0- 560 kg/ha
3	Phosphorus	0-80 kg/ha
4	Potassium	0-400 kg/ha
5	Zinc	0.5 -10 mg/kg
6	Iron	0.5 -50 mg/kg
7	Copper	0.1-10 mg/kg
8	Manganese	0.5 -20 mg/kg
9	Boron	0 1-2 ma/ka

Lot #3E – SPECIFICATION OF WATER TESTING KIT

The Kit should be portable, capable of qualitative and quantitative analyses of the following parameters within the specified range/resolution or better:

SL No	Parameter	Range
1	pH	Electronic pH tester Range: 0.0 to 14.0 pH, Resolution- 0.1 pH, Accuracy- ± 0.1 pH, Calibration- manual
2	Alkalinity	Titration (Range: 0 to 100 mg/L CaCO ₃ ; 0 to 300 mg/L CaCO ₃ , Resolution: 1 mg/L (0 to 100 mg/L range); 3 mg/L (0 to 300 mg/L range), Method- Phenolphthalein / Bromophenol blue (Number of Test: 100-150)
3	Chloride	Method-Titration, Range: 0 to 100 mg/L Cl ⁻ ; 0 to 1000 mg/L Cl ⁻ , Resolution: 1 mg/L (0 to 100 mg/L range); 10 mg/L (0 to 1000 mg/L range), Method: mercuric nitrate, Number of Tests: 100-150
4	Hardness	Measurement Type: titration, Total Range: 0.0 to 30.0 mg/L CaCO ₃ ; 0 to 300 mg/L CaCO ₃ Total Resolution: 0.3 mg/L (0.0 to 30.0 mg/L range); 3 mg/L (0 to 300 mg/L range) Method: EDTA Total Number of Tests: 100-150
5	Iron	Measurement Type: colorimetric Range: 0 to 5 mg/L Resolution: 1 mg/L Method: Phenanthroline Number of Tests: 50-100
6	Sulfite	Measurement Type: Titration Range: 0.0 to 20.0 mg/L Na ₂ SO ₃ ; 0 to 200 mg/L Na ₂ SO ₃ Resolution: 0.2 mg/L (0.0 to 20.0 mg/L range); 2 mg/L (0 to 200 mg/L range) Method: Iodometric Number of Tests:100-150
7	Turbidity	Method: Secchidisc Icon Chart Range: 0.0 to 80 NTU No. of tests: Unlimited
8	Fluoride	Method: Zirconium Xylenol Orange Range: 0.0 - 3.0 mg/l No. of tests: 100-150
9	Magnesium	Method: EDTA Titrimetry Range: 0 - 400 mg/l No. of tests: 100-150

Annexure F – Technical Specification for Agricultural Toolkits and Transportation trays etc.,

Lots # 1F: Agricultural tool-kits

Sl.	Features	Specifications
	Tool-kit for distribution: Agriculture tool kit	Hand tools Kits set (Secateur, Trowel, Hoe, Fork, Weeder, cultivator, transplanter, hand sickle)

Lots # 2 F: Transportation Trays for Agro-produce

Sl.	Features	Specifications
	Size	600mm X 400 mm X 280 mm

Annexure G – Technical Specification for Bamboo processing machines etc.,

Lots # 1 G: Bamboo Cross Cutter machine (Pro)

Sl.	Features	Specifications
1	Cutting Capacity:	100 mm
2	Max. Cutter Dia:	14”
3	Special Bamboo T.CT. saw:	14”X1”X100 tip
4	Electric motor :	1 hp

Lots # 2 G: Bamboo Hand splitter machine

Sl.	Features	Specifications
1	Outer Dia:	225 mm approx.
2	Division :	8
3	Blade material:	HCHCr
4	Sharpening:	Blades and removable & sharpenable

Lots # 3 G: Bamboo inside knot remover with sizing & slicing m/c (3 in 1)

Sl.	Features	Specifications
1	Width of Slice:	30 mm
2	Min. thickness:	1.5 mm
3	Machine feeder:	6 stroke
4	Slicer blade material:	HCHCr
1	Electric motor:	3 hp 1440 rpm

Lots # 4 G: Semi-automatic bamboo round stick making machine

Sl.	Features	Specifications
1	Automation Grade:	Semi-automatic
2	Power:	7 hp/ 3 phase
3	Machine capacity:	125 kg/8 hours

Lots # 5 G : Two side planner machine

Sl.	Features	Specifications
1	Max. width:	25 mm
2	Minimum thickness:	5 mm
3	Power required	5 hp

TECHNICAL SPECIFICATIONS OF THE SOLAR COMPONENTS

The proposed project shall be commissioned as per the technical specifications given below. Any shortcomings will lead to the cancelation of the Letter of Award & the Competent Authority's decision will be final and binding on the bidder.

SOLAR PV MODULE:

The PV modules used must qualify to the latest edition of the IEC PV module qualification test.

- The total solar PV array capacity should not be less than the allocated capacity and should comprise of solar crystalline modules of minimum W_p mentioned in the bill of materials/ above wattage. Module capacity less than minimum the mentioned W_p shall not be accepted.
- PV modules must be tested and approved by one of the IEC authorized test centres. The module frame shall be made of corrosion-resistant materials, preferably having anodized aluminium.
- The panels should have IEC 61215 with 5000 Pa load handling capacity for cyclone resilient. /

The following information must be mentioned in the ID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).

- Name of the manufacturer of the PV module.
- I-V curve for the module Wattage, I_{max} , V_{max} , and FF (Fill Factor) for the module
- Unique Serial No and Model No of the module

Materials Warranty

- Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (5) years from the date of sale to the original customer ("Customer")
- Defects and/or failures due to manufacturing.
- Defects and/or failures due to quality of materials

- Non-conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owner's sole option.

Performance Warranty

The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25-year period and not more than 10% after first ten years period of the full rated original output

Preferred Make

MNRE Approved (Empanelled) (WAREE, VIKRAM, MICROSUN, KOTAK, EMMVEE, ENFROS)

MOUNTING STRUCTURE

- a. Hot dip galvanized MS/ anodized aluminium of size not less than 50 mm x 50 mm x 6 mm size shall be used for mounting the modules/ panels/arrays. Each structure should have an angle of inclination as per the site conditions to take maximum irradiation.
- b. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Installation of solar structures should not damage the roof in any way. If any concrete or foundation is required, it should be precast type.
- c. South facing with 22 degree inclined towards north should be followed despite whatever roofing type is. The structure also should be able to withstand windspeed of 200 - 250 km/h.

DC COMBINER BOX/ARRAY JUNCTION BOX:

- a. The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands
- b. Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification

BATTERY:

- Lead acid
- All the batteries should have a C/10 rate of discharge. The voltage of each battery should be of 12 V.
- Battery should conform to the latest BIS/ International standards. A copy of the relevant test certificate for the battery should be furnished.
- The battery should be warranted for a minimum of 5 years.
- The battery should be installed inside the premises of consumers on a Battery rack of acid resistant material to bear the required battery load. The non-reactive acid proof mat should be provided around the floor space of the battery bank.

Preferred Make

MNRE Approved (Empanelled) (Exide, Luminous, Amaron, Eastman, Okaya)

PCU/ INVERTER:

The power conditioning unit should be provided to convert DC power produced by SPV modules, into AC power. The power conditioning unit/inverter should be Off-Grid type. Typical technical features of the inverter shall be as follows:

Power conditioning unit with inbuilt charge controller of capacity & ratings as specified in the below for various capacity of Solar Power Plants should convert DC power into AC power, and must conform to standards IEC 61683.

The PCU will have the following features:

- IGBT based MPPT charging
- Output voltage 230V, +/-3% f modified/ pure sine wave for single phase.
- Output frequency: 50 Hz, +/- 0.5 Hz
- Capacity of PCU/ Inverter is specified at 0.8 lagging power factor
- THD: less than 3% Efficiency: >85% at full load
- Ambient Temp 50 degree Celsius (max.)
- Operating humidity 95% maximum

Protections:

- Over voltage (automatic shutdown)
- Under voltage (automatic shutdown)
- Overload - Short circuit (circuit breaker & electronics protection against sustained fault)
- Over Temperature
- Battery, PV reverse polarity

Indicators

- Array on
- MPPT charger on
- Battery connected, charging
- Inverter ON
- Load on solar/ battery
- Grid charger on
- Load on Grid
- Grid on
- Fault

Display Parameters

- Charging current
- Charging voltage
- Voltage of PV panels
- Output voltage
- Grid voltage
- Inverter loading (kW) & Energy Generation (kWh)
- Output frequency
- Fault / fault code

Cooling: Air Cooled

The PCU/ inverters should be tested from the MNRE approved test centers / NABL /BIS accredited testing- calibration laboratories. In the case of imported power conditioning units, these should be approved by international test houses.

Preferred Make: Glow power, Luminous, Eastman

PROTECTIONS

The system should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

LIGHTNING PROTECTION

The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying the required number of Lightning Arresters. Lightning protection should be provided as per IEC 62305 standards.

CABLES

Cable size as mentioned in the bill of materials to be used in the Project shall have the following characteristics:

- Temp. Range: -10oC to +80oC.
- Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- Flexible
- Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be selected to keep the voltage drop (power loss) of the entire Project to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e., twenty-five (25) Operational Years.

Preferred Make:

Polycab, Finolex, Havells, RR Kabels.

TOOLS & TACKLES AND SPARES:

- a. After completion of installation & commissioning of the power plant, necessary tools & tackles shall be maintained by the successful bidder for maintenance purpose

SAFETY MEASURES:

The bidder shall take entire responsibility for electrical safety of the installation(s) and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc

3. Broad Scope of Work/Role and responsibilities of the Manufacturer/Supplier:

The Manufacturer/Supplier of the machineries and other mentioned tools and equipment will provide services to MBMA in the activities related to Decentralized Green Energy Technologies and shall strictly follow the following guidelines.

The Manufacturer/Supplier shall undertake:

- (a) Production and on time delivery of the machineries and other mentioned tools and equipment as per sites requirement and to facilitate establishment of a Repair/Service Centre in Shillong.
- (b) In case of any defective parts of the machineries and other mentioned tools and equipment the Manufacturer/Supplier shall replace the defective part or the whole Machine completely without any additional cost.
- (c) Training and Capacity Building in basic operation and maintenance of the machineries and other mentioned tools and equipment to the members of the community managing the assets so that they will be in a position to be able to repair the machine in case of any breakdown.
- (d) Technical support shall be provided to the community for minor and major repairs of machineries and other mentioned tools and equipment and other associated components.
- (e) Facilitate the community to take-up Civil Works if any as per specifications provided by the manufacturer/supplier .
- (f) Complete installation of the machineries and other mentioned tools and equipment and its components as per the requirement .
- (g) Pamphlets on complete instructions/information about the product.
- (h) Complete delivery of machineries and other mentioned tools and equipment at sites.
- (i) **Annual Maintenance and Assistance for 2- 5 years including Five years of warranty and as per standard manufacturing Terms & Conditions.**

4. Drawings

Not available

5. Inspections and Tests

The following inspections and tests shall be performed:

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

- iii. In the event of the hardware and software failing to pass the acceptance test, the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.
- b. Manuals:
- i. Before the goods are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals of the goods and equipment. These shall be in such detail as will enable the Purchaser to install the hardware and software as stated in the specifications.
 - ii. The manuals shall be in the ruling language (English) and in such form and numbers as stated in the contract.
 - iii. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.
- c. For the System and Other Software the following will apply:
- i. The Supplier shall provide complete and legal documentation of hardware, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.
- d. Acceptance Certificates:
- i. On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working on the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

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

No.

Date:

M/s.

Sub: Certificate of startup of the supplied Goods

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

(a) Contract No. _____ dated _____

(b) Description of the Good _____

(c) Quantity _____

(d) Name of the consignee _____

(e) Date of start up and proving test _____

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

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

3. The proving test has been done to our entire satisfaction.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

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

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

Signature

Name

Designation with Stamp

* Explanatory notes for filling up the certificates:

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

CHECKLIST FOR BIDDERS FOR SUBMITTING REQUIRED DOCUMENTS

Sl. No.	Documents to be submitted along with the Bid	Yes / No	Page #
1	Letter of Bid –Technical & Financial duly signed and stamped as per format		
2	Power of Attorney		
3	Bid Security as per the format on		
4	Bidder Information Form as per the format		
5	Manufacturer’s Authorization Form for Non-Manufacturers as per the format		
6	Audited Financial Statements of last three years (2018 – 2021) demonstrating the average annual turnover of INR 3 crore		
7	Price Schedule for supply as per schedule of requirements as per the bid document		
8	Price and Completion Schedule - Related Services as per the bid document		
9	Delivery Schedule requirements along with related services schedule as per Bid		
10	Technical schedules of goods as required by technical specifications as per the bid document		
11	A detailed description of the Goods essential technical and performance characteristics		
12	A clause-by-clause commentary on the Purchaser's technical specifications demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.		
13	Country of Origin of Goods. The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.		

Sl. No.	Documents to be submitted along with the Bid	Yes / No	Page #
14	Any instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years. Such adverse actions taken against the bidder may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.		
15	Attested copy of Company's PAN, GST and Income Tax details and ward/circle where it is being assessed.		
16	List of after sales service centre/s and details of the technical personnel working with the Bidder.		
17	Original brochures with relevant page(s) in support of the technical specifications of the equipment along with the web addresses/URL of the manufacturers.		
18	Clear photocopies of certificates/licenses where bidders are exempted from any taxes or licenses.		
19	Performa for Performance Statement as per format		
20	Copies of contracts/work or purchase orders of the last three years to substantiate the technical capability.		
21	Any other relevant document (please mention in your bid)		

PART 3 – Contract

Section VIII - General Conditions of Contract

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Section VIII. General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “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.
 - (h) “Purchaser’s Country” is the country specified **in the Special Conditions of Contract (SCC)**.
 - (i) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
 - (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (k) “SCC” means the Special Conditions of Contract.
 - (l) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by

the Supplier.

(m) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(n) “The Project Site,” where applicable, means the place **named in the SCC.**

2. Contract Documents

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

3. Not Used

3.1 Not Used

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC.**

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

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

4.6 Severability

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

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be 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 which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

- 6.1 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.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in

conformity with the provisions of the laws of that country.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise **specified in the SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country;
 - or

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

- 11. Not Used** 11.1 Not Used
- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in the SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, 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 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period **set forth in the SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate **shown in the SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp

- Duties** duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured 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.
- 18. Performance Security**
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the **Purchaser in the SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party

hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

- (a) now or hereafter enters the public domain through no fault of that party;
- (b) 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
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

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

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise **specified in the SCC**, the Goods supplied under the Contract shall be fully insured—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**.

25. Transportation

- 25.1 Unless otherwise **specified in the SCC**, responsibility for

and Incidental Services

arranging transportation of the Goods shall be in accordance with the specified Incoterms.

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

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

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

26. Inspections and Tests

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

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as **specified in the SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board

and lodging expenses.

- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

deduction of the percentage **specified in those SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise **specified in the SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design,

trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

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

- 30. Limitation of Liability**
- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in 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.
- 32. Force Majeure**
- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 **Value Engineering:**Not Used
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by

amendment of the Contract.

- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section IX - Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's Country is: <i>India</i>
GCC 1.1(j)	The Purchaser is: <i>Meghalaya Basin Management Agency (MBMA)</i>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are:as per Annexure – 1 in Section VII – Schedule of Requirements
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>2010</i>
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	For notices , the Purchaser's address shall be: Attention: Chief Executive Officer Meghalaya Basin Management Agency, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in
GCC 9.1	The governing law shall be the law of: <i>India</i>
GCC 10.2	Settlement of Disputes The dispute settlement mechanism to be applied shall be as follows: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators

	<p>appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</p> <p>(b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</p> <p>(c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.</p> <p>(d) Arbitration proceedings shall be held at Shillong, Meghalaya, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration.</p>
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	<p>(a) (g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute</p>
<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are given below:</p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <p>(A) Documents to be submitted to Purchaser:-</p> <ul style="list-style-type: none"> (i) One original and three copies of commercial invoice, indicating MBMA, the Contract number, credit number; Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Proof of dispatch (POD) viz., Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) One original and three copies of Acknowledgement of receipt of goods from the Consignee i.e. Consignment Receipt Certificate (CRC) <ul style="list-style-type: none"> (i) Four copies of packing list identifying contents of each package; (ii) One original and three copies manufacturer's Warranty certificate covering all items supplied. (iii) Four copies Internal Test Report of the Manufacturer for the items offered (iv) Four copies of the Certificate of Inspection furnished to Supplier by the nominated inspection (v) One original and three copies of the Supplier's Certificate of Country of Origin covering all items supplied (vi) Copy of notification of the local tax authority in support of rate of tax indicated in invoice. (vii) Any other additional procurement-specific document(s) required for delivery/payment purposes. <p>The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.</p>

	Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate to be issued by the Purchaser's Consignee.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment shall be made in Indian Rupees in the following manner:</p> <ol style="list-style-type: none"> 1. Advance of 50% at the time of contract signing. 2. Payment: 40 percent on Delivery and remaining 10 percent on installation and acceptance of the turbines. <p>Reimbursement of GST etc. will be at actuals based on documentary evidence of payment within 30 days of submission of bill with documents.</p> <p><i><u>The BG will be released after the delivery of the Turbines.</u></i></p>
GCC 18.1	<p>Performance Security to the Purchaser shall be for an amount of 5% of the total contract value, valid upto 60 days after the date of completion of performance obligations of two years including warranty obligations of two years.(total period of performance security shall be 28 months)</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p>

GCC 18.3	<p>Amended the paragraph as under:</p> <p>The performance security shall be in the form of a bank guarantee/ Demand Draft/ Term Deposit/ Fixed Term Deposit, the named beneficiary shall be <i>Meghalaya Basin Management Agency</i>. The bank guarantee shall be issued either by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) to make it enforceable and acceptable to the purchaser.</p> <p>The Bank Guarantee shall be in the format provided in the Bidding Documents</p>
GCC 18.4	<p>Substitute Clause 18.4 of the GCC by the following:</p> <p>Discharge of the performance Security shall take place not later than 60 days following the date of completion of the Supplier’s performance obligations, including the warranty obligation, under the contract.</p>
GCC 23.2	<p>Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier’s Name; (v) Packing List Reference Number (vi) Government of Meghalaya supply – Not for sale. (include the Lot number)</p> <p>Suppliers should use recycled materials as much as possible for packing</p>
GCC 24.1	<p>The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from “Warehouse to warehouse (final destination)” on “All Risks” basis including War Risks and Strikes.</p>
GCC 25.1	<p>The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.</p>
GCC 25.2	<p>Incidental services to be provided are:</p> <ol style="list-style-type: none"> 1. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods (Installation and Commissioning leading to acceptance by the purchaser)

	<p>2.Operation and maintenance manuals together with drawings of the goods and equipment.</p> <p>3. Operations and maintenance for two to fiveyears including two years of warranty and as per standard manufacturing Terms & Condition.</p>
GCC 26.1	The inspections and tests shall be: <i>as per '5' (Inspection & Tests) of Section VII – Schedule of Requirements</i>
GCC 26.2	The Inspections and tests shall be conducted at: MBMA
GCC 27.1	The liquidated damages shall be: 0.5% of contract price per week or part thereof.
GCC 27.1	The maximum amount of liquidated damages shall be: <i>10%</i>
GCC 28.3	<p>The period of validity of the Warranty shall be Five year:</p> <p>For purposes of the Warranty, the place(s) shall be:</p> <p>Meghalaya Basin Management Agency, C/o Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills Shillong, India – 793003 Telephone: 03642522043 E-mail: mbdaprocurement@gmail.com Website: www.mbda.gov.in</p>
GCC 28.5 & 28.6	The period for repair or replacement shall be: 15 days

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

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

BETWEEN

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

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) Letter of Bid - Technical Part
 - (c) Letter of Bid - Financial Part
 - (d) the Addenda Nos. _____ (if any)
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) the Specification (including Schedule of Requirements and Technical Specifications)
 - (h) the completed Schedules (including Price Schedules)

- (i) any other document listed in GCC as forming part of the Contract
- 3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier:

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Performance Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date:*[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

