

**GOVERNMENT OF MEGHALAYA**  
**SUPPORTING HUMAN CAPITAL DEVELOPMENT IN**  
**MEGHALAYA**  
**(ADB LOAN NO. 3033-IND)**

**BIDDING DOCUMENT FOR**

**Procurement of Digital Library Application,  
Digital Content and Books for the Schools  
of Meghalaya**

**PROCUREMENT OF GOODS**

**SINGLE STAGE – TWO ENVELOPE BIDDING  
PROCEDURE**  
**(National Competitive Bidding)**

**Issued on: 20<sup>th</sup> September 2018**  
**Invitation for Bids No.: SHCDM/NCB/01**  
**NCB No.: SHCDM/DIGLIB/01**  
**Purchaser: Department of Education, Govt. of Meghalaya**  
**Country: India**

# Preface

This Bidding Document for Procurement of Goods has been prepared by Department of Education (DoE), Government of Meghalaya and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank, dated December 2015

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

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# **PART I – Bidding Procedures**

# Section 1- Instructions to Bidders

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## A. General

- 1. Scope of Bid**      1.1      In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6(Schedule of Supply). The name, identification, and number of lots of the international competitive bidding (ICB) are provided in the BDS.

Throughout this Bidding Document,

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) “day” means calendar day.

- 2. Source of Funds**      2.1      The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

- 3. Fraud and Corruption**      ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;



- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB’s contractual rights of audit or access to information; and
  - (vi) “integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
  - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract

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<sup>1</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-clause 3.2 and Sub-clause 35.1 (c) of the General Conditions of Contract.

#### **4. Eligible Bidders**

4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB Sub-Clause 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In the case of a joint venture,

- (a) all parties to the Joint Venture shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) A Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of

- a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or
- (f) a Bidder or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract.

A firm shall not be eligible to participate in any procurement activities under an ADB-financed, administered, or supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.

Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

**5. Eligible Goods and Related Services**

All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.

For purposes of this clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

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

The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

## B. Contents of Bidding Document

### 6. Sections of the Bidding Document

The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.

#### **PART I Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

#### **PART II Supply Requirements**

- Section 6 Schedule of Supply (SS)

#### **PART III Contract**

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

The Invitation for Bids (IFB) issued by the Purchaser is not part of the Bidding Document.

The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

### 7. Clarification of Bidding Document

A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

**8. Amendment of Bidding Document**

At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

**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 in no case 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 in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bid**

The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.

The Technical Bid submitted by the Bidder shall comprise the following:

- (a) Technical Bid Submission Sheet;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
- (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
- (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
- (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

- (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;
- (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (i) any other document required in the BDS.

The Price Bid submitted by the Bidder shall comprise the following:

- (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
- (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
- (c) any other document required in the BDS.

## **12. Bid Submission Sheets and Price Schedules**

The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4(Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4(Bidding Forms) and as required in the BDS.

## **13. Alternative Bids**

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

## **14. Bid Prices and Discounts**

The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 33.3.

The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.

The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.

The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published

by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered

- (a) for Goods offered from within the Purchaser's country:
  - (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
  - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
- (b) for Goods offered from outside the Purchaser's country:
  - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
  - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
  - (iii) the total price for the item.
- (c) for Related Services whenever such are specified in the Schedule of Supply:
  - (i) the local currency cost component of each item comprising the Related Services; and
  - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

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 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment

shall be treated as zero for the purpose of price adjustment during the performance of the contract.

If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated 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 any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the same time.

**15. Currencies of Bid**

Bid prices shall be quoted in the following currencies:

- (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's country.
- (b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

**16. Documents Establishing the Eligibility of the Bidder**

To establish their eligibility in accordance with ITB 4, Bidders shall

- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4(Bidding Forms); and
- (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

**17. Documents Establishing the Eligibility of Goods and Related Services**

- 17.1 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 4(Bidding Forms).

**18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**

To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6(Schedule of Supply).



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 those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6(Schedule of Supply).

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6(Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6(Schedule of Supply).

**19. Documents  
Establishing the  
Qualifications of  
the Bidder**

To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section 3(Evaluation and Qualification Criteria).

If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4(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.

If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

**20. Period of  
Validity of Bids**

Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

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 21, it shall also be extended 28 days beyond the deadline of the extended bid validity 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.

**21. Bid Security/  
Bid-Securing  
Declaration**

Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee,
- (b) an irrevocable letter of credit, or
- (c) a cashier's or certified check,

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4(Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.

If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.

If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.

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 as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or
- (b) if the successful Bidder fails to
  - (i) sign the Contract Agreement in accordance with ITB 45;
  - (ii) furnish a performance security in accordance with ITB 46; or
  - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.

The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

**22. Format and Signing of Bid**

The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID". In the event of any discrepancy between the original and the copies, the original shall prevail.

The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the Bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **D. Submission and Opening of Bids**

**23. Sealing and Marking of Bids**

Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2to ITB 23.6.

- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;  
 (b) be addressed to the Purchaser in accordance with ITB 24.1; and  
 (c) bear the specific identification of this bidding process indicated in the BDS.

The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.

The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.

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.

Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate

**24. Deadline for Submission of Bids**

Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

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.

**25. Late Bids**

- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**26. Withdrawal, Substitution, and Modification of Bids**

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be

- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification," and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 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 Technical Bid Submission Sheet or any extension thereof.

## **27. Bid Opening**

27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.

27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the

opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.

All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
- (d) any other details as the Purchaser may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Technical Bid Submission Sheet are to be initialed by at least three representatives of the Purchaser attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 25.1.

The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.

The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Purchaser may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Price Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Employer attending bid the opening. No Bid shall be rejected at the opening of Price Bids.

The Purchaser shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

- 28. Confidentiality**      28.1 Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.

Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

Notwithstanding ITB 28.2, from the time of opening the Technical Bids 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.

- 29. Clarification of Bids**      To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard 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 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 Price Bids, in accordance with ITB 36.

If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

**30. Deviations, Reservations, and Omissions**

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
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**31. Examination of Technical Bids**

The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted.

The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:

- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
- (b) written confirmation of authorization to commit the Bidder;
- (c) bid security or Bid-Securing Declaration, if applicable; and
- (d) Manufacturer's Authorization, if applicable.

**32. Responsiveness of Technical Bid**

The Purchaser's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.

A substantially responsive Technical 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 Section 6(Schedule of Supply); or
  - (ii) limits 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 Technical Bids.

The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6(Schedule of



Supply) have been met without any material deviation, reservation, or omission.

If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**33. Nonmaterial Nonconformities**

Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.

Provided that a Technical 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 Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3(Evaluation and Qualification Criteria).

**34. Qualification of the Bidder**

The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.

An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.

**35. Examination of Price Bids**

Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.

The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:

- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
- (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.

**36. Correction of  
Arithmetical  
Errors**

During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (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.
- (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.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.

**37. Conversion to  
Single Currency**

37.1

For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.

**38. Margin of  
Preference**

Unless otherwise specified in the BDS, a margin of preference shall not apply.

**39. Evaluation of  
Price Bids**

The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.

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

- (a) the bid prices quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.

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

- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;
- (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3(Evaluation and Qualification Criteria).

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|---|------|---|
| <b>40. Comparison of Bids</b>   | 40.1 | The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.   |
| <b>41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 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 the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. |

## F. Award of Contract

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|--|------|---|
| <b>42. Award Criteria</b>  | 42.1 | The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.  |
|  | 42.2 | A Bid shall be rejected if the qualification criteria as specified in Section 3(Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily. |
| <b>43. Purchaser's Right to Vary Quantities at Time of Award</b> | 43.1 | 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 6(Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.          |

**44. Notification of Award**

Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose Bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

**45. Signing of Contract**

Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement.

Within 28 days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

**46. Performance Security**

Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9(Contract Forms), or another form acceptable to the Purchaser.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section 2- Bid Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is : SHCDM/NCB/01
<b>ITB 1.1</b>	The Purchaser is: <u>Department of Education, Government of Meghalaya</u>
<b>ITB 1.1</b>	The name of the International competitive bidding (ICB)is: <u>Procurement of Digital Library Application, Digital Content and Books for schools of Meghalaya</u> The identification number of the NCB is: SHCDM/DIGLIB/01 The number and identification of lots comprising this NCB is: <u>One</u>
<b>ITB 2.1</b>	The Borrower is: <u>India</u>
<b>ITB 2.1</b>	The name of the Project is: <u>Supporting Human Capital Development in Meghalaya (ADB Loan No. 3033-IND)</u>
<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Purchaser's address is: Attention: Director, Directorate of School Education and Literacy Kennilworth Road, Laitumkhrah Meghalaya, Shillong – 793003, India Telephone: 0364-2225356 Fax: 0364-2505525</p> <p>Email: <a href="mailto:achmarak@gmail.com">achmarak@gmail.com</a> or <a href="mailto:finance_affairs@yahoo.com">finance_affairs@yahoo.com</a> or <a href="mailto:finea-meg@nic.in">finea-meg@nic.in</a> or <a href="mailto:piu1shcdm@gmail.com">piu1shcdm@gmail.com</a></p> <p>All the request for clarification in writing should reach before or on <b>10<sup>th</sup> October 2018</b></p> <p>A pre-bid meeting shall be held on <b>01<sup>st</sup> October 2018 at 11:30 Hrs</b> in the following location:</p> <p><b>Conference Room</b> 1<sup>st</sup> Floor, Directorate of School Education and Literacy, Shillong-793003</p>

<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <u>English</u>
<b>ITB 11.2 (i)</b>	The Bidder shall submit with its Technical Bid the following additional requirements: <ol style="list-style-type: none"> <li>1. <u>Submit Digital Library application setup along with content in a storage media</u></li> <li>2. <u>Printed Catalogues/ Brochures of Physical Books of Each class IX,X,XI and XII</u></li> </ol>
<b>ITB 11.3 (c)</b>	The Bidder shall submit with its Price Bid the following additional documents: <u>NIL</u>
<b>ITB 12.2</b>	The units and rates in figures entered into the Price Schedules should be typewritten, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative Bids shall not be permitted
<b>ITB 14.5</b>	The Incoterms edition is: <u>Incoterms 2010</u>
<b>ITB 14.6 (b) (i)</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: <u>CIP (as per the destinations mentioned in Delivery and Completion Schedule of the Section 6)</u>
<b>ITB 14.6 (b) (ii)</b>	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: <u>FCA</u>
<b>ITB 14.7</b>	The prices quoted by the Bidder shall be: Fixed
<b>ITB 14.8</b>	No Further Instruction

<b>ITB 19.2</b>	The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor or reseller of the goods being procured.
<b>ITB 19.3</b>	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
<b>ITB 20.1</b>	The bid validity period shall be 120 days.
<b>ITB 21.1</b>	The Bidder shall furnish a Bid Security in the amount of INR 4,40,000.00 (or equivalent US\$ 6094.44)
<b>ITB 21.2</b>	Not applicable
<b>ITB 21.4</b>	Any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Purchaser as nonresponsive. However, if a bidder submits a bid security that deviates in form, amount and/or period of validity, the Purchaser shall request the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the bid.
<b>ITB 22.1</b>	In addition to the original Bid, the number of copies is 1 (one) printed copy along with soft-copy of the technical proposal in a CD or Pen Drive to be placed separately inside Original-Technical and Original-Price Bid Envelop respectively for Technical Bid and Price Bid proposal.
<b>ITB 22.2</b>	An organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and

	to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with ITB 16.1 (b)”
<b>ITB 22.2</b>	The Bidder shall submit an acceptable authorization within 14 days.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 23.1</b>	Bidders shall not have the option of submitting their bids electronically.
<b>ITB 23.1 (b)</b>	Not applicable
<b>ITB 23.2 (c)</b>	The identification of this bidding process is: <u>As mentioned in ITB 1.1</u>
<b>ITB 24.1</b>	For <b>bid submission purposes</b> only, the Purchaser’s address is : Attention: Director, Directorate of School Education and Literacy Kennilworth Road, Laitumkhras Meghalaya, Shillong – 793003, India Telephone: 0364-2225356 Fax: 0364-2505525
<b>ITB 24.1</b>	<b>The deadline for bid submission is:</b> Date: <b>05<sup>th</sup> November 2018</b> Time: <b>12:00hrs</b> ———
<b>ITB 27.1</b>	The technical bid opening shall take place at: Director, Directorate of School Education and Literacy Kennilworth Road, Laitumkhras Meghalaya, Shillong – 793003, India Date: <b>05<sup>th</sup> November 2018</b> Time: <b>15:00 Hrs</b>
<b>ITB 27.1</b>	Electronic bid opening procedure shall be as follows: Not Applicable
<b>ITB 27.6</b>	The Technical Bid Submission Sheet shall be initialed by at least three representatives of the Purchaser attending Technical Bid opening.
<b>ITB 27.11</b>	The Price Bid Submission Sheet and Price Schedules shall be initialed by at least three representatives of the Purchaser attending Price Bid opening.



<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 37.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees (INR)</p> <p>The source of the selling exchange rate shall be: Reserve Bank of India</p> <p>The date for the selling exchange rate shall be: 28 Days prior to the bid submission deadline</p>
<b>ITB 38.1</b>	A margin of preference shall not apply.
<b>F. Award of Contract</b>	
<b>ITB 43.1</b>	<p>The maximum percentage by which quantities may be increased is: 10%</p> <p>The maximum percentage by which quantities may be decreased is: 10%</p>



# Section 3- Evaluation and Qualification Criteria

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# 1. Technical Evaluation

## 1.1 Technical Criteria

These criteria should specify the minimum technical level that the Goods and Related Services shall have to comply with Section 6 (Schedule of Supply). Whenever possible, these criteria should be evaluated on a pass–fail system, with a minimum acceptable level for each criteria enumerated.

### A. Digital Library Application

The Digital Library is a system application which would be running on a localized network to provide contents to Teachers and students when they want it and where they want it. The bidder shall develop and designed the application as per scope cited below:

Sl.	Scope	Minimum Functionalities/Features	Pass / Fail
1	Applicati on Design & Interface	<ul style="list-style-type: none"> <li>Once the user is signed in, he or she will be taken into the Digital Library Application home.</li> <li>The Content section where contents are available, can display the contents by category or subject or class.</li> </ul>	
		<ul style="list-style-type: none"> <li>The application should have various options to locate the contents e.g. filtering, Sorting, and Searching with text option.</li> </ul>	
		<ul style="list-style-type: none"> <li>The user should be able to open the content by simply clicking on the cover or the link.</li> </ul>	
		<ul style="list-style-type: none"> <li>The content should be easily navigable with navigation pane and Reading pane.</li> <li>The Navigation pane should allow the user to use function like Search with text option to find key terms, Table of Contents to view the different chapters, Figure to view pictures, Charts and Graphs, Notebook panel to highlight, add notes and copy. The user can navigate the content using the Scroll function to see the entire contents on the page.</li> <li>The user should be able to navigate through different pages using keyboard arrows/mouse click or touch left/right functions to go to the previous and next pages.</li> </ul>	
		<ul style="list-style-type: none"> <li>Contents will have Hyperlink embedded in the text that link to the other sections. Hyperlinks can include figures, Sections and other areas that will enable the user to understand the concepts. To get back to the original section of the content, the application should have back button function.</li> </ul>	
		<ul style="list-style-type: none"> <li>The application should allow the user to navigate the content with a bookmark function to save the sections read by the user to enable to continue the reading in future from that section he or she has saved.</li> </ul>	
		<ul style="list-style-type: none"> <li>Compatibility of the application with multimedia functions such as Text file, Image File, Video File, voice over in any formats.</li> </ul>	
		<ul style="list-style-type: none"> <li>Option to extract or copy a portion of the content as wanted by the user for future reference.</li> </ul>	
		<ul style="list-style-type: none"> <li>Link option to any suggested reading website like YouTube , any E- learning website (free access ) etc.</li> </ul>	
		<ul style="list-style-type: none"> <li>Contents should be easy to access and search.</li> </ul>	

Sl.	Scope	Minimum Functionalities/Features	Pass / Fail
2.	Offline and Online Access	<ul style="list-style-type: none"> <li>• The application should be hosted in a localized Server in various individual educational institutes, which should allow various users to connect to the Digital Library Application over LAN/WiFi or directly to access the contents available.</li> <li>• Similarly the server should be functioned during Maintenance also.</li> <li>• Can be accessed either offline or online mode.</li> </ul>	
3	Web base access	<ul style="list-style-type: none"> <li>• The application should have web base interface features, which will allow various web-clients to connect to the Digital Library Application in both online (via internet) and offline (via LAN/WLAN) modes. The implementing agency will examine the possibility and modality of integration.</li> </ul>	
4	Provision to connect to the State Digital Library Application	<ul style="list-style-type: none"> <li>• The application should have a provision to connect to Centralized State Digital Library Application that will be hosted centrally at Meghalaya State Data Centre (MSDC). This facility should be used to synchronize various contents whenever deemed necessary.</li> </ul>	
4.	User Management System	<p><b>User Registration and Authentication</b></p> <ul style="list-style-type: none"> <li>• The application should allow entering all details related to any user in to the application and assign their roles accordingly.</li> <li>• The local Admin will be allowed to register the details of users in the system and assign roles. The Local Admin should be allowed to generate one time User ID and Password for every users to login into the application.</li> <li>• The application should have an option of changing User ID/Password and should be able to validate that the new login details are unique.</li> <li>• Incase of forgotten User ID and Password, the application should be able to reset the login details</li> <li>• During user creation phase and when any user logs in for the first time, he/she has to go through an authentication process. Users should be allowed to log in and access the system as per the user's role.</li> <li>• Upon successful login and depending on the user's role, he/she will be taken into the digital library and allow to access different type of dashboard of the application.</li> </ul> <p><b>User Roles</b> Following are the various roles that can be assigned:</p> <ul style="list-style-type: none"> <li>• Super Admin</li> <li>• Admin</li> <li>• Principal</li> <li>• Librarian</li> <li>• Teachers</li> <li>• Students</li> </ul>	

Sl.	Scope	Minimum Functionalities/Features	Pass / Fail
5.	System log/analytics	<ul style="list-style-type: none"> <li>• The application should maintain system log to record various events.</li> <li>• The system itself should analyze all type of activities performed by users like :-               <ul style="list-style-type: none"> <li>○ Login Details of User</li> <li>○ Time and Date logged User</li> <li>○ Type of activities performed by User</li> <li>○ Identification the System logged by User.</li> <li>○ The number of time the user logged in the system</li> </ul> </li> <li>• The recorded activities should be stored in an in-built database of the system, with option to export as Excel/PDF format.</li> </ul>	
6	Hosting of Application at Server Desktop Type 2 PC	<ul style="list-style-type: none"> <li>• Existing Desktop PC Type 2 already installed in all project schools will be used as a server to host the application. The application developed should be compatibility with the minimum specifications of the Desktop PC Type 2 as described below:               <ul style="list-style-type: none"> <li>• Core i5-6500 or equivalent with 3.2GHz frequency, 6MB Cache, 4 core and 4 no. of threads,</li> <li>• 32GB 1600MHz DDR3 RAM with 64GB expandability</li> <li>• Intel Motherboard with Q170 Chipset</li> <li>• Wireless connectivity,</li> <li>• 2TB 7200 rpm SATA 6Gb/s Hard Drive,</li> <li>• Gigabit Ethernet LAN,</li> <li>• USB 2.0/3.0 support,</li> <li>• Integrated Graphics,</li> <li>• Monitor 18.5",</li> <li>• 16X DVD+/-RW drive,</li> <li>• Keyboard,</li> <li>• optical mouse,</li> <li>• preloaded with Windows 10 PRO National Academic (Shape the Future) Sku, MS-Office 2016 Standard Academic version</li> </ul> </li> </ul>	

Sl.	Scope	Minimum Functionalities/Features	Pass / Fail
7.	Application Accessibility	<ul style="list-style-type: none"> <li>• The Application should be accessible over any device either offline or online and should be able to perform across platform and interfaces like desktop computers, handheld devices like tablets.</li> <li>• Existing Desktop PC Type 1 already installed in all the project schools and Tablets will be used as clients to access the application from the server. The Application developed should be compatibility with the minimum specifications of both Desktop computers Type1 as stated below: <ul style="list-style-type: none"> <li>• 6th Gen Processor G4400 or equivalent with 64 bit, 3M Cache, 3.3GHz, 2core, 2 thread,</li> <li>• 8GB DDR3 1333/1600MHz SDRAM Memory</li> <li>• Intel Motherboard with B150 Chipset 1TB 7200 rpm SATA 6Gb/s Hard Drive</li> <li>• Gigabit Ethernet LAN,</li> <li>• USB 2.0/3.0 support,</li> <li>• Integrated Graphics,</li> <li>• LCD Monitor 18.5",</li> <li>• 16X DVD+/-RW drive,</li> <li>• Keyboard,</li> <li>• optical mouse,</li> </ul> </li> </ul> <p>Preloaded with Windows 10 PRO National Academic (Shape the Future) Sku, MS-Office 2016 Standard Academic version</p>	
8	Upload of Scanned Documents/ Videos/Image Files	<ul style="list-style-type: none"> <li>• Upload Documents that can be scanned locally such as teacher's notes, student's notes, and other materials should be able made available in the Digital Library application.</li> <li>• Upload of Videos/Image files should be made available in the application.</li> </ul>	



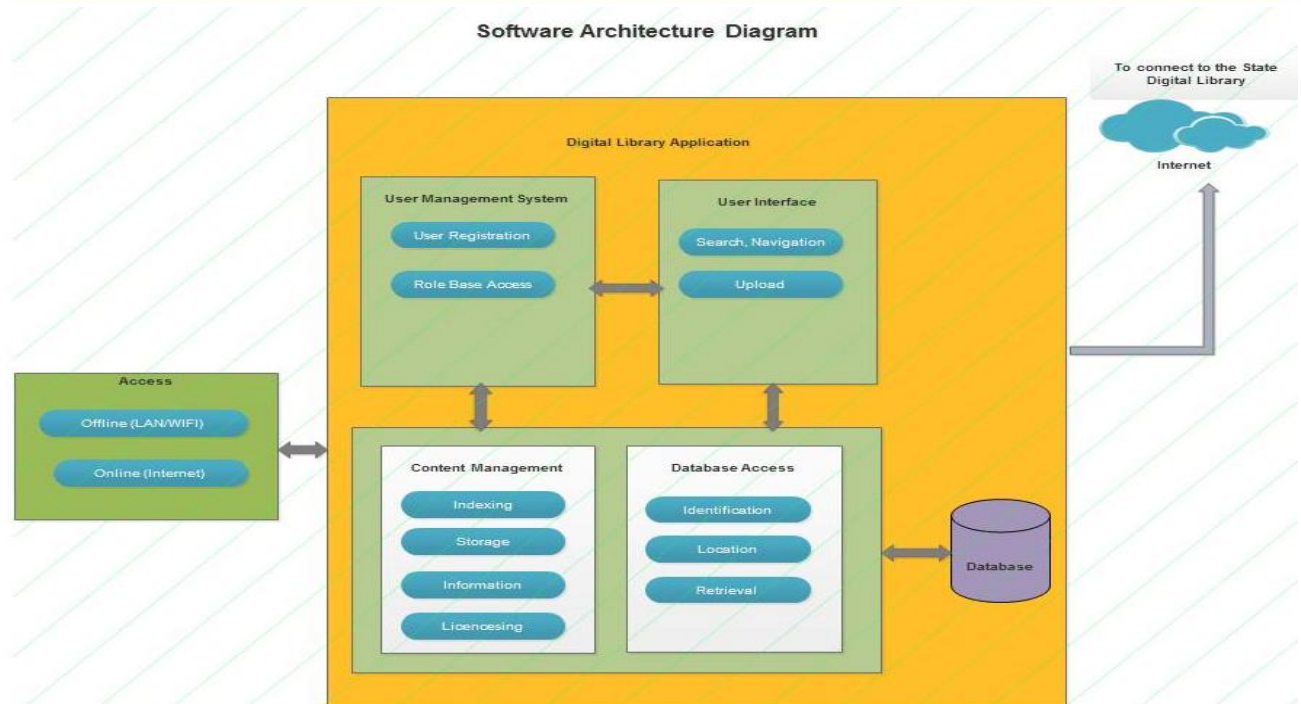
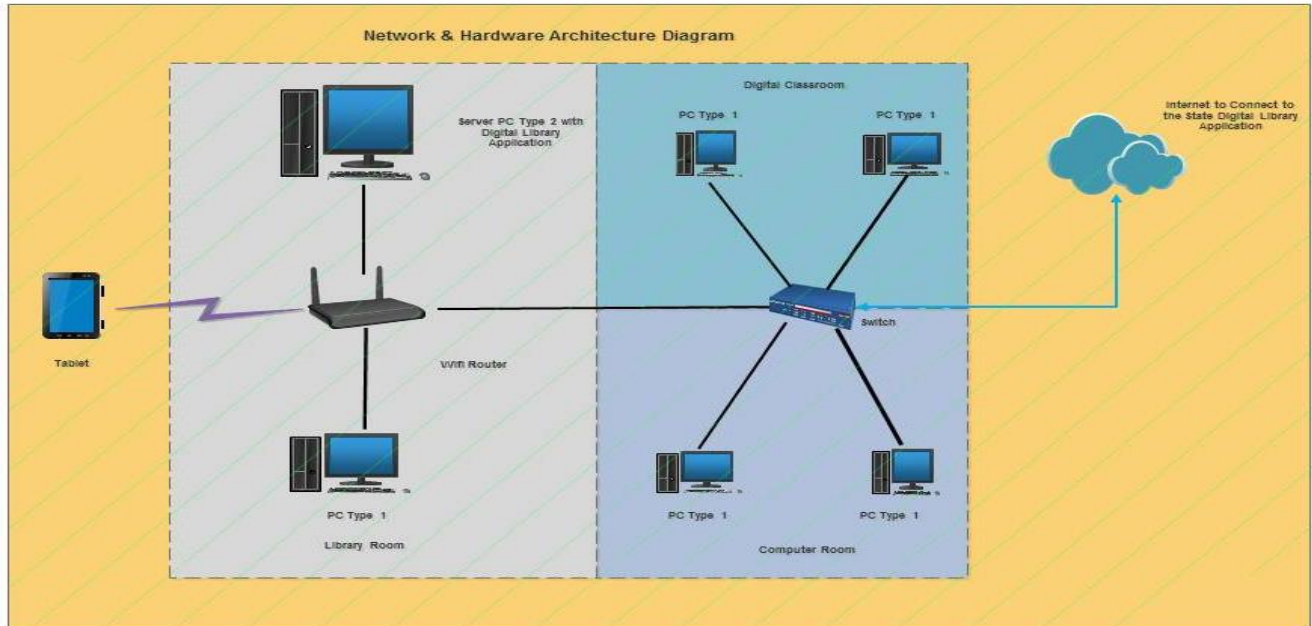
**B. Other Requirements (Pass / Fail criteria)**

Sl.	Items	Minimum Specification	Pass / Fail
<b>1. Equipment</b>			
1.1	Tablets for schools	<ul style="list-style-type: none"> <li>• Inbuilt Android Latest version</li> <li>• CPU: 1.7 GHz Dual Core RAM : 2GB</li> <li>• In-built Memory : 16GB Expandable Memory : 32GB</li> <li>• Screen Resolution : 1280x800 Screen Size : 10 inch</li> <li>• Network Connectivity : Wi-Fi 802.11n USB Ports : 2 Ports</li> <li>• HDMI Port</li> <li>• 8hrs Battery Backup pluggable QWERTY Keyboard</li> </ul>	
1.2	Wifi Router	<ul style="list-style-type: none"> <li>• 802.11ac support, dual band, should be able to allow multiple simultaneous access over WiFi without loss of performance or loss of significant speed.</li> </ul>	
<b>2. Physical Books</b>			
2.1	Physical Books	<ul style="list-style-type: none"> <li>• Physical books for classes IX, X , XI and XII</li> <li>• Physical books should be as per the updated MBOSE syllabus and NCERT Guidelines.</li> </ul>	
<b>3. Digital Contents</b>			
3.1	Reference Books	<ul style="list-style-type: none"> <li>• Various reference books for classes IX, X , XI and XII and materials as suggested by eminent Academicians, Educationists, NCERT, Teachers etc. should be made available through the Digital Library.</li> </ul>	
3.2	Dictionaries	<ul style="list-style-type: none"> <li>• Dictionaries should be part of the reading layout of the application and should be made available online/offline to help readers in getting quick understanding of various words through the digital library.</li> </ul>	
3.3	Encyclopedias	<ul style="list-style-type: none"> <li>• Various Encyclopedias and reference would be made available in both online and offline mode through the digital library.</li> </ul>	
3.4	Atlas	<ul style="list-style-type: none"> <li>• Various atlases will also be made available through the digital library</li> </ul>	
3.5	Number of Devices to access the Digital Library application	<ul style="list-style-type: none"> <li>• At least minimum 10 devices should be configured to access the application including the digital contents.</li> </ul>	

**Note:**

- The bidder, along with the technical bid in separate storage media, shall provide the Digital Library application along with contents. The bidder also shall install the applications in the identified Desktop PC Type2, from which the application can be accessed from Desktop PC Type1 and Tablet.

- The State Level Special Committee (SLSC) will be responsible for evaluating the Digital Library application of bidders during technical assessment of tender. Those bidders who are found eligible for the Pre-Qualification Evaluation of the tender shall be asked to present the Digital Library application and contents submitted along with the technical bid before the SLSC. The bidder shall also present the training modules for the Digital Library Application and contents..



## 2. Qualification Criteria

Bidders shall meet the qualification criteria set by the Purchaser on a pass-fail basis. Unless, specifically indicated otherwise, it is the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates that must satisfy these criteria

### **Eligibility**

Eligibility for participation by Bidders in terms of nationality, conflict of interest, status as government-owned enterprise and sanctions either by ADB or other international development institutions.

### **Experience and Technical Capacity**

#### **Contractual Experience**

Number of contracts successfully completed as main supplier within the last three (3) years. Value, nature, and complexity of these contracts should be comparable to the contract to be let.

**Financial Situation** (May be used individually or in combination based on the specific scope of supply, the terms of payment, and the supplier market.)

#### **Historical Financial Performance**

Soundness of the Bidder's financial position showing long-term profitability demonstrated through audited annual financial statements (balance sheet, income statement) for the last three (3) years.

#### **Size of Operation (Average Annual Turnover)**

Average annual turnover (converted into United States [US] dollars) defined as the total payments received by the Bidder for contracts completed or under execution over the last three (3) years.

The specific requirements for each of these criteria are provided in Part 2.



## Part 2: Specific Requirements for the Criteria

The legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries, or affiliates, must satisfy the qualification criteria described below. All are Pass/Fail Criteria

### Eligibility and Pending Litigation

#### Eligibility

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

#### Nationality

Nationality in accordance with ITB Sub-clause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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#### Conflict of Interest

No conflicts of interest in accordance with ITB Sub-clause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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#### ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Sub-clause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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#### Government-Owned Enterprise

Bidder required to meet conditions of ITB Sub-clause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet; Forms ELI – 1 and ELI - 2
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#### United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB Sub-clause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Technical Bid Submission Sheet
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**Pending Litigation**

Pending litigation and arbitration criterion shall apply.

**Pending Litigation and Arbitration**

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than Fifty (50) percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	must meet requirement by itself or as partner to past or existing Joint Venture	not applicable	Form LIT – 1

## 2.2 Experience and Technical Capacity

### 2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last Three (3) years, of at least Two (2) contracts each valued at INR 17,500,000 (or USD 0.24 Million) with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 1

### 2.2.2 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that the goods offered have <ul style="list-style-type: none"> <li>(i) been in Production/Installation for at least 3 years, and</li> <li>(ii) been installed Digital Library Application, Contents and books a minimum of 300 Schools over the last three (3) years;</li> <li>(iii) been in operation for a minimum of 3 years.;</li> </ul>	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2

### 2.2.3 Production Capacity

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Requirement					
The Bidder shall demonstrate <sup>a</sup> that it can supply the type, size, and quantity of the goods as required by Purchaser in accordance with the Delivery and Completion Schedule in Section 6 (Schedule of Supply).	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 3

**- Note -**

<sup>a</sup> Bidder or Manufacturer shall provide evidence of production output.



## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1

### 2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of INR 44,000,000 (or equivalent US\$ 0.61 Million) calculated as total payments received by the Bidder for contracts completed or under execution over the last Three (3) years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

## 3. Economic Evaluation

Economic criteria are applied when evaluating a Bid to determine the lowest evaluated Bid. These criteria are the bid price and other factors expressed in monetary terms such as those related to characteristics, performance, and terms and conditions of the purchase of the goods. The monetary values of the factors provide the adjustment of the bid price for comparison purposes.

### **Adjustment for Scope**

#### **Local Handling and Inland Transportation**

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIP price

Not Applicable.

#### **Minor Omissions or Missing Items**

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

### **Adjustment for Deviations from the Terms of Payment**

Deviations from the Terms of Payment as specified in SCC 16.1, are not permitted

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

Bidders are required to base their prices on the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply).

Deviations from the Delivery and Completion Schedule specified in Section 6(Schedule of Supply) are not permitted

### **Operating and Maintenance Costs**

Not applicable

### **Spare Parts**

Not applicable

### **Performance and Productivity of the Goods**

Not Applicable

### **Multiple Lots (Contracts)**

Not Applicable

### **Margin of Preference**

Not Applicable.

# Section 4- Bidding Forms

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## Technical Bid Submission Sheet

**-- Note --**

*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6(Schedule of Supply), the following Goods and Related Services.
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2. \_\_\_\_\_.
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>2</sup>

<sup>2</sup> Use one of the two options as appropriate.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Price Bid Submission Sheet

**-- Note --**

*The Bidder must accomplish the Price Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address.*

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6(Schedule of Supply), the following Goods and Related Services.
- (c) The total Bid price, excluding any discounts offered in item (d) below is

*[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]*

*The total bid price from the Price Schedules should be entered by the Bidder inside this box. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the bid.*

- (d) The discounts offered and the methodology for their application are as follows:  
Discounts: If our Bid is accepted, the following discounts shall apply: \_\_\_\_\_  
\_\_\_\_\_  
Methodology of Application of the Discounts: The discounts shall be applied using the following method: \_\_\_\_\_  
\_\_\_\_\_
- (e) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 10 percent of the Contract Price for the due performance of the Contract.

- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

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

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

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

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

## Price Schedule for Goods

To be offered from Within the Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_ of \_\_\_

Sl.	Items	Description (As described in sub-section 6.1 of Section 6)	Country of Origin	Domestic Value Added in Percent	Quantity	Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
	1	2	3	4	5		6	7 = 5 x 6	8	9 = 7 + 8
1	Physical book for Classes IX, X, XI and XII (5 set for each Class)	--Do--			2340	Set				
2	Tablet	--Do--			351	number				
3	Wifi Router	--Do--			117	number				
4	Digital Contents	--Do--				Lumpsum				



**Notes:**

Column 4: In accordance with margin of preference ITB 38, if applicable.

Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14

Currency in accordance with ITB 15

Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_



## Price Schedule for Goods to be offered from Outside the Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Sl.	Items	Description (As described in sub-section 6.1 of Section 6)	Country of Origin	Quantity and Unit of Measurement	Unit Price CIP (as per the destinations mentioned in Delivery and Completion Schedule of the Section 6)	Unit Price FCA (as per the destinations mentioned in Delivery and Completion Schedule of the Section 6)	Total Price CIP per Item	Total Price FCA per Item
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6	
1.	Physical book for Classes IX,X,XI and XII (5 set for each class)	--Do--		2340 Set				
2.	Tablet	--Do--		351 Number				
3	Wifi Router	--Do--		117 Number				
3.	Digital Contents	--Do--		Lump sum				

**Notes:**  
Column 5 and 6: Incoterm in accordance with ITB 14  
Currency in accordance with ITB 15  
  
Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

**Date\_**

## Price Schedule for Related Services to be offered from Outside and Within the Purchaser's Country

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

Item No.	Description	Country of Origin	Quantity	Unit of Measurement	Unit Price		Total Price per Item	
					(a)	(b)	(a)	(b)
					Foreign Currency	Local Currency	Foreign Currency	Local Currency
1	2	3	4		5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1.	Installation of Digital Library Application and Capacity Building	117	Schools					
<b>Total Amount</b>								

**Notes:**

Column 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

## Tables of Adjustment Data

**Table A - Local Currency**

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	---	---	---	a: <u>0.15</u> b: _____ c: _____ d: _____ e: _____
<b>Total</b>					<b>1.00</b>

**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	---	---	---		a: <u>0.15</u> b: _____ c: _____ d: _____ e: _____
<b>Total</b>						<b>1.00</b>

**- Note -**

*The base date shall be the date 28 days prior to the deadline for submission of the bid.*

*Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.7.*

## Form of Bid Security

*[insert bank's name, and address of issuing branch or office]*<sup>3</sup>

**Beneficiary:** *[insert name and address of purchaser]*

**Date:***[insert date]*

**Bid Guarantee No.:***[insert number]*

We have been informed that . . . . . *[insert name of the bidder]*. . . . . (hereinafter called "the Bidder") has submitted to you its bid dated . . . . . *[insert date]*. . . . . (hereinafter called "the Bid") for the execution of . . . . . *[insert name of contract]*. . . . . under Invitation for Bids No. . . . . *[insert IFB number]*. . . . . ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . *[insert name of bank]*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *[insert amount in figures]**[insert amount in words]*. . . . . upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Technical Bid Submission Sheet and Price Bid Submission Sheet; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Agreement; or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

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

<sup>3</sup> All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.



This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.<sup>4</sup>

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

**- Note -**

*In case of a joint venture, the bids security must be in the name of all partners to the joint venture that submits the bid.*

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<sup>4</sup> Or 758 as applicable.

## Manufacturer's Authorization

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

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

To:..... *[insert complete name of purchaser]*.....

### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, 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]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

### **-- Note --**

*All italicized text is for use in preparing this form and shall be deleted from the final document. Input of information to be completed by the bidder.*

*The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization 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.*

## **Bidder's Qualification**

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

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

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b>  (name, address, telephone numbers, fax numbers and e-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form Joint Venture or Joint Venture agreement, in accordance with ITB 4.1</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5</p>	

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture must fill out this form separately.

<b>Joint Venture Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's legal name</b>	
<b>Joint Venture Partner's country of constitution</b>	
<b>Joint Venture Partner's year of constitution</b>	
<b>Joint Venture Partner's legal address in country of constitution</b>	
<b>Joint Venture Partner's authorized representative information</b>  (name, address, telephone numbers, fax numbers and-mail address)	
<p><b>Attached are copies of the following documents:</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 22.2</p> <p><input type="checkbox"/> 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5</p>	

**Form LIT – 1: Pending Litigation and Arbitration**

Each Bidder must fill out this form if so required under Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Pending Litigation and Arbitration			
<p><b>Choose one of the following:</b></p> <p><input type="checkbox"/> No pending litigation and arbitration.</p> <p><input type="checkbox"/> Below is a description of all pending litigation and arbitration against the Bidder (or each Joint Venture member if Bidder is a Joint Venture).</p>			
Year	Matter in Dispute	Value of Pending Claim in INR or US\$ Equivalent	Value of Pending Claim as a Percentage of Net Worth

**- Note -**

*This form shall only be included if Criterion 2.1.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 1: Contractual Experience**

Fill out one (1) form per contract.

Contractual Experience		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	\$	
If partner in a joint venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Purchaser's name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criterion 2.2.1 of Section 3		
Successful completion as main supplier within the last 3 years, of at least 2 contracts each valued at INR 17,500,000 (or equivalent US\$ 0.24 Million) with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply)		

**- Note -**

*This form shall only be included if Criterion 2.2.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form EXP - 2: Technical Experience**

Fill out one (1) form per contract.

Technical Experience	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
Requirements in accordance with Criterion 2.2.2 of Section 3	
(i) Goods offered have been in production/ installation for at least Three (3) years.	
(i) Goods offered have been installed Digital Library, Contents and Books a minimum of 300 schools over the last three (3) years;	
(iii) Goods offered have been in operation for a minimum of 3 years.	

**- Note -**

*This form shall only be included if Criterion 2.2.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. Purchaser reserves the right to verify authenticity of bidder submissions.*



**Form EXP - 3: Production Capacity**

Fill out one (1) form per product and manufacturer.

<b>Production Capacity</b>	
<b>Name of Product</b>	
<b>Manufacturer:</b>	<b>Address and Nationality:</b>
<b>Requirements in accordance with Criterion 2.2.3 of Section 3</b>	
<b>Production facility 1 (include location):</b>	
<b>Production facility 2 (include location):</b>	
<b>Production facility 3 (include location):</b>	

**- Note -**

*This form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable. Purchaser reserves the right to verify authenticity of bidder submissions.*

**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous ___ Years [INR or US\$ Equivalent]		
Year 1:	Year 2:	Year _:

**Information from Balance Sheet**

Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of joint ventures, to the corresponding Joint Venture Partner's FIN-3.
-----------------------------	--	---

**Information from Income Statement**

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last \_\_\_ years, as indicated above, complying with the following conditions:
- Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**- Note -**

*This form shall only be included if Criterion 2.3.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

**Form FIN - 2: Size of Operation (Average Annual Turnover)**

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US Dollars at the specified exchange rate.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

<b>Annual Turnover Data for the Last three (3) Years</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>INR or US\$ Equivalent</b>
<b>Average Annual Turnover (AAT)</b>			

**- Note -**

*This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.*

## Section 5- Eligible Countries

This Section contains the list of eligible countries.

1. Afghanistan
2. Armenia
3. Australia
4. Austria
5. Azerbaijan
6. Bangladesh
7. Belgium
8. Bhutan
9. Brunei Darussalam
10. Cambodia
11. Canada
12. China, People's Republic of
13. Cook Islands
14. Denmark
15. Fiji
16. Finland
17. France
18. Georgia
19. Germany
20. Hong Kong, China
21. India
22. Indonesia
23. Ireland
24. Italy
25. Japan
26. Kazakhstan
27. Kiribati
28. Korea, Republic of
29. Kyrgyz Republic
30. Lao PDR
31. Luxembourg
32. Malaysia
33. Maldives
34. Marshall Islands
35. Micronesia, Federal States of
36. Mongolia
37. Myanmar
38. Nauru
39. Nepal
40. The Netherlands
41. New Zealand
42. Norway
43. Pakistan
44. Palau
45. Papua New Guinea
46. Philippines
47. Portugal
48. Samoa
49. Singapore
50. Solomon Islands
51. Spain
52. Sri Lanka
53. Sweden
54. Switzerland
55. Tajikistan
56. Taipei, China
57. Thailand
58. Timor-Leste
59. Tonga
60. Turkey
61. Turkmenistan
62. Tuvalu
63. United Kingdom
64. United States
65. Uzbekistan
66. Vanuatu
67. Viet Nam

# Section 6 - Schedule of Supply

## Contents

1. List of Goods and Related Services .....	6-1
2. Delivery and Completion Schedule.....	6-2
3. Technical Specifications .....	6-3

## 1. List of Goods and Related Services

The bidder is required to supply the items as mentioned in the below section 6.1 & 6.2 for the 117 schools for Meghalaya. The indicative list of District/Block wise spread of schools in Meghalaya is provided the Delivery and Completion Schedule of this section.

The bidder shall inspect all the 117 schools and draw up school-wise action plan for installation the digital Library application and supply of Physical books.

Sl.	Items	Minimum Specification	No. of School	Total Qty.
<b>A. Digital Library Application</b>				
1	Development of Digital Library application for 117 schools	Specifications as mentioned in clause 3.11.A	117	1
<b>B. Other Requirements</b>				
<b>1. Equipment</b>				
1.1	Tablets for schools	<ul style="list-style-type: none"> <li>• <b>Inbuilt Android Latest version</b></li> <li>• CPU: 1.7 GHz Dual Core RAM : 2GB</li> <li>• In-built Memory : 16GB Expandable Memory : 32GB Screen Resolution : 1280x800 Screen Size : 10 inch</li> <li>• Network Connectivity : Wi-Fi 802.11n USB Ports : 2 Ports</li> <li>• HDMI Port</li> <li>• 8hrs Battery Backup pluggable QWERTY Keyboard</li> </ul>	117	351
1.2	Wifi Router	<ul style="list-style-type: none"> <li>• 802.11ac support, dual band, should be able to allow multiple simultaneous access over WiFi without loss of performance or loss of significant speed</li> </ul>	117	117
<b>2. Physical Books</b>				
2.1	Physical Books	<ul style="list-style-type: none"> <li>• Physical books for classes IX, X , XI and XII (5 sets each)</li> <li>• Physical books should be as per the updated MBOSE syllabus and NCERT Guidelines.</li> </ul>	117	2340
<b>3. Digital Contents</b>				
3.1	Reference Books	<ul style="list-style-type: none"> <li>• Various reference books for classes IX, X , XI and XII and materials as suggested by eminent Academicians, Educationists, NCERT, Teachers etc. should be made available through the Digital Library.</li> </ul>	117	Lump sum

Sl.	Items	Minimum Specification	No. of School	Total Qty.
3.2	Dictionaries	<ul style="list-style-type: none"> <li>Dictionaries should be part of the reading layout of the application and should be made available online/offline to help readers in getting quick understanding of various words through the digital library.</li> </ul>	117	Lump sum
3.3	Encyclopedias	<ul style="list-style-type: none"> <li>Various Encyclopedias and reference would be made available in both online and offline mode through the digital library.</li> </ul>	117	Lump sum
3.4	Atlas	<ul style="list-style-type: none"> <li>Various atlases will also be made available through the digital library</li> </ul>	117	Lump sum
<b>C. Installation &amp; Capacity Building</b>				
1	Installation of Digital Library Application and Capacity Building at schools	<ul style="list-style-type: none"> <li>Includes installation of digital library application including mapping of contents in the existing localize server at school.</li> <li>Includes training of students/teachers /SMC members on the Digital Library application at school.</li> </ul>	117	117

### 6.1.1 Testing and Inspection:

a) A Team of Experts (ToE) authorized by Purchaser shall carry out third party test and inspections for all Good to be supplied under the Contract. It shall include but not limited to the Physical inspections of Goods, Conformation/Compliance of approved Technical Specifications and Prescribed Standards, Codes, and software licenses.

b) The Supplier or his representative(s), and ToE as appointed by Purchaser shall jointly conduct inspections and testing of the Goods in the school where the goods will be installed and commissioned by the Supplier. All costs involved in arranging and performing of such inspections except the expenses of ToE shall be borne by the Supplier.

### 6.1.2 Physical books, Digital Library Application, Digital contents and Tablets

The Bidders shall not quote the Digital Library application and delivery it for Free. The design of the application are as per the scope cited in Clause **3.11.A**

It is desired that the bidder shall supply 5 set of physical books for each class for IX, X, XI and XII for the 117 project schools in Meghalaya. The books supply by the bidder should be 100% maps to syllabus of class IX to XII as per MBOSE and NCERT for all the subjects. The list of subjects for class IX to Class XII is placed in the **6.1.3**.

It is also desired that the bidders shall provide Digital Library application for all the 117 project schools. The designed for the application will be as per technical criteria as mentioned in clause 3.1.1 A. The bidder should develop the application for free and should not be quoted. The bidder will also responsible to install the application at the existing localize server in all the 117 schools.

Along with the Digital Library application, the bidder shall also provide the following digital contents for classes IX to XII as suggested by eminent Academicians, Educationists, NCERT, and Teachers etc.

- Academic Reference Books

- Dictionaries
- Encyclopedias
- Atlas

In case Digital Contents being License, Bidder must be solely renewal the license every year. Any updation on the Digital contents during the project period, bidder should responsible to renewal the contents till the end of the project.

The bidder may quote a lump sum price for the digital content for class IX/X/XI/XII. Government of Meghalaya shall be free to use the digital content in any number of computers at the 117 project schools. Government of Meghalaya shall reserve all the rights for the copyrights and the IPR of the application/digital content developed including source code and relevant documents.

Using Digital Library application, students, teachers and others faculty in school can access the digital contents for learning and teachings.

Besides the Development of Digital Library application, supply of digital contents and Physical books for classes IX, X, XI, XII for the 117 project school, the bidders should also ensure the supply of Tablet for the Teachers to access the digital library application. The Bidder should supply the tablet as per the specifications described in the Technical Criteria as mentioned in clause no 3.1.1.B. The bidder should either install the application along with contents in the tablet or using the intranet at school teachers can access the Digital Library application.

Besides the Development of Digital Library application, supply of digital contents and Physical books for classes IX, X, XI, XII and Tablet for the 117 project school, the bidder should also ensure Capacity Building, the bidder will train the SMC/teachers/students of schools as mention in the delivery schedule for the use of Digital Library application and the digital library contents including tablets. The SMC shall sign-off the acceptance only after the satisfactory completion of training.



**6.1.3 List of Books for classes IX, X, XI, XII**

SL.NO	CLASS NAME	NAME OF THE BOOKS	NAME OF PUBLISHERS
1.	Class- 9	Reading Circle.9	Oxford University Press
2.		Adventure From Tom Sawyer	Macmillan Publishers
3.		Functional English Grammar&Comp.9	Laxmi Publication
4.		Modern ABC Of Mathematic.9	Modern Publishers
5.		Core Science.9	Goyal Brothers Prakashan
6.		Practical Science.9	Laxmi Publication
7.		Core Soc ial Science.9	Goyal Brothers Prakashan
8.		Textbook Of Health Education.9	Frank Brothers & Company
9.		Click To Start Computer Science.9	Cambridge University Press
10.		Textbook Of Environmental Studies .9	Goyal Brothers Prakashan
11.		WOW ! Art & Craft.9	Allied Publishers
12.		Work Education.9	Allied Publishers
13.		A It. Miscellany Of Short Stories	Inter University Press
14.		A It. Wings Of Poesy	Evergreen Publication
15.		Alt.The Tempest	Macmillan Publishers
16.		A It. Holy Faith Grammar & Comp.	Holy Faith Grammar & Comp.
17.		KaDuita raKsiar	SosoTham
18.		Ki Dienjat U Longshuwa	D.B.D
19.		Ki Phawar U Aesop	SosoTham
20.		KiJinsengTymmen Part.1	Ri-Khasi Press
21.		Na Mihngi Sha Sepngi	D.B.D
22.		Hints On The Study Of Khasi Language	Ri-Khasi Publication
1	Class-10	Reading Circle.10	Oxford University Press
2.		Oliver Twist	Laxmi Publication
3.		Functional English Grammar&Comp.10	Laxmi Publication
4.		Modern ABC Of Mathematic.10	Modern Publishers
5.		Core Science.10	Goyal Brothers Prakashan
6.		Practical Science.10	Laxmi Publication
7.		Core Social Science.10	Goyal Brothers Prakashan
8.		Textbook Of Health Education.10	Frank Brothers & Company
9.		Click To Start Computer Science.10	Cambridge University Press
10.		Textbook Of Environmental Studies .10	Goyal Brothers Prakashan
11.		WOW ! Art & Craft.10	Allied Publishers
12.		Work Education.10	Allied Publishers
13.		A It. Miscellany Of Short Stories	Inter University Press
14.		A It. Wings Of Poesy	Evergreen Publication
15.		Alt. Mid Summer Night's Dream	Macmillan Publishers
16.		A It. Holy Faith Grammar & Comp.	Holy Faith Grammar & Comp.
17.		Ka Duitara Ksiar	SosoTham
18.		Ki Dienjat U Longshuwa	D.B.D
19.		Ki Phawar U Aesop	SosoTham

20		Ki Jinsneng Tymmen Part.1	Ri-Khasi Press
21		Na Mihngi Sha Sepngi	D.B.D
22		Hints On The Study Of Khasi Language	Ri-Khasi Publication
1	<b>Class-XI Science</b>	Core English Resonance xi	Macmillan Publishers
2		Supplementary Reader Voices xi-xii	Macmillan Publishers
3		Grammar And Composition xi	Pearson Longman
4		Text Book Of Physics xi	S.Chand Publishers
5		Chemistry xi Part 1	NCERT
6		Chemistry xi Part 2	NCERT
7		Text Book Of Biology xi	S.Chand Publishers
8		Computer Science & Application xi	C & P Enterprise
9		Mathematics xi	Bharati Bhawan P&D
10		Alternative English Imprints xi	Macmillan Publishers
11		Environmental Education xi	Frank Bro's
12		Practical Physics xi	Laxmi Publication
13		Practical Chemistry xi	Laxmi Publication
14		Practical Biology xi]	Laxmi Pulication
1.	<b>Class-XI Arts</b>	Core English Resonance xi	Mac milla n Publishers
2.		Supplementary Reader Voices xi-xii	Mac milla n Publishers
3.		Grammar And Composition xi	Pearson Longman
4.		Text Book Of Political Science xi	Pearson Longman
5.		Text Book Of Education xi	Pearson Longman
6.		Text Book Of History xi	Sunf lower Publication
7.		Text Book Of Economics xi	Tushar Publication
8.		Text Book Of Deductive Logic xi	S.C.Sarkar Pub
9.		Saraswati Geography xi	Saraswati Book House
10.		Introduci ng Sociology xi	NCERT
11.		Understanding Sociology xi	NCERT
12.		A lte native English Imprints xi	Macmilla n Publishers
13.		Environme ntal Education xi	Frank Bro's
1	<b>Class-XI Commerce</b>	Core English Resonance xi	Macmillan Publishe rs
2		Supplementary Reader Voices xi-xii	Macmillan Publishe rs
3		Grammar And Composition xi	Pearson Longman
4		Text Book Of Accountancy xi	Laxmi Publication
5		Text Book Of Business Studies xi	Laxmi Publication
6		Entrepreneurship xi	S.Chand Publishers
7		Computer Science & A pplication xi	C & P Enterprise
8		Mathematics xi	Bharati Bhawan P&D
9		Economics xi	Tushar Publication
10		Alte rnative English Imprints xi	Macmillan Publishe rs
11		Environme ntal Education xi	Frank Bro's
1	<b>Class-XII Science</b>	Core English Resonance xii	Macmillan Publishers
2		Supplementary Reader Voices xi-xii	Macmillan Publishers
3		Grammar And Composition xii	Pearson Longman
4		Text Book Of Physics xii	S.Chand Publishers
5		Chemistry xii Part 1	NCERT
6		Chemistry xii Part 2	NCERT
7		Text Book Of Biology xii	S.Chand Publishers
8		Computer Science & Application xii	C & P Enterprise

9		Mathematics xii	Bharati Bhawan P&D
10		Alternative English Imprints xii	Macmillan Publishers
11		Environmental Education xii	Frank Bro's
12		Practical Physics xii	Laxmi Publication
13		Practical Chemistry xii	Laxmi Publication
14		Practical Biology xii	Laxmi Publication
1.	Class-XII Arts	Core English Resonance xii	Mac milla n Publishers
2.		Supplementary Reader Voices xi-xii	Mac milla n Publishers
3.		Grammar And Composition xii	Pearson Longman
4.		Text Book Of Political Science xii	Pearson Longman
5.		Text Book Of Education xii	Pearson Longman
6.		Text Book Of History xii	Sunf lower Publication
7.		Text Book Of Economics xii	Tushar Publication
8.		Text Book Of Deductive Logic xii	S.C.Sarkar Pub
9.		Saraswati Geography xii	Saraswati Book House
10.		Introduci ng Sociology xii	NCERT
11.		Social Changes and Development xii	NCERT
12.		Alternative English Imprints xii	Macmilla n Publishers
13.		Environmental Education xii	Frank Bro's
1	Class-XII Commerce	Core English Resona nce xii	Macmillan Publishe rs
2		Supplementary Reader Voices xi-xii	Macmillan Publishe rs
3		Grammar And Composition xii	Pearson Longman
4		Text Book Of Accountancy xii	Laxmi Publication
5		Text Book Of Business Studies xii	Laxmi Publication
6		Entrepreneurship xii	S.Chand Publishers
7		Computer Science & A pplication xii	C & P Enterprise
8		Mathematics xii	Bharati Bhawan P&D
9		Economics xii	Tushar Publication
10		Alte rnative English Imprints xii	Macmillan Publishe rs
11		Environme ntal Education xii	Frank Bro's

## 2. Delivery and Completion Schedule

The table below is the indicative delivery milestone for schools in tranches of 10 is provided in table below. Milestones for rest of the schools will be mutually decided between the Department of Education and the successful supplier. The vendor will be provided with the exact details of schools (in package of 10) from Department of Education.

The bidder may conduct site visit before the submission of bid at its own cost in order to ascertain the site condition, internet connectivity, etc.

#	Milestones	Timeline
1.	Mobilization Advance on the signing of Contract	T= 0
2.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in first 10 schools	T+1 months
3.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in next 10 schools	T+2 months
4.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in next 10 schools	T+3 months
5.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in next 10 schools	T+4 months
6.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in next 10 schools	T+5 months
7.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in next 10 schools	T+6 months
8.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in next 10 schools	T+7 months
9.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in next 10 schools	T+8 months
10.	Supply Digital Library Application and Contents, Physical Book and training in next 10 schools	T+9 months
11.	Supply Digital Library Application and Contents, Physical Books, Tablets and training in next 10 schools	T+10 months
12.	Supply Digital Library Application and Contents, Physical Books, Tablets and training of balance schools	T+11 months

T is the date of commencement of work. This would be tentatively December 2018.

**A. Indicative list of District/Block-wise spread of schools in Meghalaya for the supply of goods and services**

<b>DISTRICT</b>	<b>BLOCK</b>	<b>NO OF SCHOOLS</b>
EAST GARO HILLS	RONGJENG	2
	SAMANDA	2
	SONGSAK	1
EAST JAINTIA HILLS	KHLIEHRIAT	5
EAST KHASI HILLS	KHADARSHNONG - LAITKROH	2
	MAWKYNREW	1
	MAWPHLANG	3
	MAWRYNGKNENG	4
	MAWSYNRAM	4
	MYLLIEM	4
	PYNURSLA	4
	SHELLA BHOLAGANJ	2
	SHILLONG MUNICIPAL AND CANTT.	9
WEST JAINTIA HILLS	AMLAREM	2
	LASKEIN	4
	THADLASKEIN	5
NORTH GARO HILLS	KHARKUTTA	2
	RESUBELPARA	4
RI BHOI	UMLING	3
	UMSNING	5
SOUTH GARO HILLS	BAGHMARA	2
	CHOKPOT	1
	GASUAPARA	1
	RONGARA BLOCK	1
SOUTH WEST GARO HILLS	BETASING	6
	ZIKZAK	4
SOUTH WEST KHASI HILLS	MAWKYRWAT	3
	RANIKOR	1
WEST GARO HILLS	DADENGGRE	2
	DALU	5
	RONGRAM	1
	SELSELLA	7
	TIKRIKILLA	3
	TURA URBAN AREA	5
WEST KHASI HILLS	MAIRANG	2
	MAWSHYNRUT	2
	MAWTHADRAISHAN	2
	NONGSTOIN	1
<b>Grand Total</b>	<b>Grand Total</b>	<b>117</b>

### **3. Technical Specifications**

As mentioned in the table in sub-section 6.1 above

# Section 7- General Conditions of Contract

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**1. Definitions**

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
  - (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
  - (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “Eligible Countries” means the countries and territories eligible as listed in Section 5.
  - (h) “GCC” means the General Conditions of Contract.
  - (i) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (j) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
  - (k) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
  - (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
  - (m) “SCC” means the Special Conditions of Contract.
  - (n) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (o) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as



such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

- (p) "ADB" is the Asian Development Bank.
- (q) "The 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 Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

**3. Fraud and Corruption**

ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses,

- and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;  
And
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>5</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.
- 3.2 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

#### 4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
  - (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

#### 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications,

<sup>5</sup> Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

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

#### 4.5 Non-waiver

(a) Subject to GCC Sub-clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

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

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### 6. Joint Venture

6.1 If the Supplier is a Joint Venture 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. The composition or the constitution of the Joint Venture 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 or

- incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 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.
- 10. Settlement of Disputes**
- 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.
- If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6(Schedule of Supply).
- Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Sub-clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6(Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier’s Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser’s Responsibilities**
- Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the

Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-clause 14.1.

- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

**16. Terms of Payment**

The Contract Price shall be paid as specified in the SCC.

The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

**17. Taxes and Duties**

For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

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**

The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

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.

The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 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**

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.

The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

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

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

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.

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. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
- (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) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6(Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section 6(Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

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

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, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections 6(Schedule of Supply).
- 26. Inspections and Tests**
- The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections 6(Schedule of Supply).
- The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 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.
- 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.
- 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.
- The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 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.

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**

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

**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.

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

Unless otherwise specified in the SCC, the warranty shall remain valid for 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 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

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.

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.

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**

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.

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.

If the Supplier fails to notify the Purchaser within 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.

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.

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** Except in cases of gross negligence or willful misconduct,
- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 31. Change in Laws and Regulations** Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 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.
- 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.
- 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** 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.

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

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.

#### **34. Extensions of Time**

If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-clause 34.1.

#### **35. Termination**

##### **35.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
  - (ii) if the Supplier fails to perform any other obligation under 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.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

#### Termination for Insolvency

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.

#### 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 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect
  - (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.



## Section 8- Special Conditions of Contract

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

<b>GCC 1.1(j)</b>	The Purchaser's country is: <u>India</u>
<b>GCC 1.1(k)</b>	The Purchaser is: <u>Department of Education, Government of Meghalaya</u>
<b>GCC 1.1 (q)</b>	The Site is: <u>117 Schools spread across the State of Meghalaya. The Indicative list of District/Block-wise spread of schools in Meghalaya is placed in Section 6</u>
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <u>Incoterms 2010</u>
<b>GCC 5.1</b>	The language shall be: <u>English</u> Language for translation of supporting documents and printed literature is: <u>English</u>
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be: Attention: Director, Directorate of School Education and Literacy Kennilworth Road, Laitumkrah Meghalaya, Shillong – 793003, India Telephone: 0364-2225356 Fax: 0364-2505525 E-mail address: <a href="mailto:achmarak@gmail.com">achmarak@gmail.com</a> or <a href="mailto:finance_affairs@yahoo.com">finance_affairs@yahoo.com</a> or <a href="mailto:finea-meg@nic.in">finea-meg@nic.in</a> or <a href="mailto:piu1shcdm@gmail.com">piu1shcdm@gmail.com</a>
<b>GCC 9.1</b>	The governing law shall be: <u>Laws of India</u>
<b>GCC 10.2</b>	The formal mechanism for the resolution of disputes shall be: <b><u>For a contract with a Foreign Supplier:</u></b>  In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by international arbitration conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. The arbitration procedure shall be administered by the Singapore International Arbitration Center  Place of arbitration: <u>Singapore</u>  <b><u>For a contract with a Local Supplier:</u></b>

	<p>In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration procedures in the Purchaser's country.</p> <p>Place of arbitration: <u>In the Purchaser's Country</u></p>
<b>GCC 11.1</b>	<p>The Scope of Supply shall be defined in: <u>Section-6: Schedule of Supply</u>. At the time of awarding the Contract, the Purchaser shall specify any change in the Scope of Supply with respect to Section VI, Schedule of Supply included in the Bidding Document. Such changes may be due, for instance, if the quantities of Goods and Related Services are increased or decreased at the time of award.</p>
<b>GCC 12.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p>"For Goods supplied from abroad as per Incoterms CIP (as per the destinations mentioned in Delivery and Completion Schedule of the Section 6):</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(a) Two copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>(b) original and two copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and three copies of non-negotiable bill of lading and in case of air transportation full set of airway bill marked freight prepaid;</li> <li>(c) Three copies of the packing list identifying contents of each package;</li> <li>(d) insurance certificate/policies;</li> <li>(e) Manufacturer's or Supplier's warranty certificate including extended warranty period;</li> <li>(f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(g) certificate of origin (one original and three copies).</li> </ul> <p>The Purchaser shall receive the above documents at least one (1) week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>For Goods from within the Purchaser's country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p>



	<p>(a) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>(b) delivery note, railway receipt, or truck receipt or airway bill in case of air transportation;</p> <p>(c) Manufacturer's or Supplier's warranty certificate;</p> <p>(d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</p> <p>(e) certificate of origin.</p> <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<b>GCC 15.2</b>	The price adjustment shall be: <u>Not Applicable</u>

<b>GCC 16.1</b>	Payment of the Contract Price shall be made in the following manner: <u>The payment shall be made on pro-rata basis. The pro-rata claims shall be considered as under:</u>	
	#	Payment Milestone
	1	Mobilization Advance on the signing of Contract subject to furnishing of Bank Guarantee
	2	Supply, installation & commissioning of items in first 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
	3	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
	4	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
	5	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
	6	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
	7	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
	8	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
	9	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
	10	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6
11	Supply, installation & commissioning of items in next 10 schools as mentioned in the List of Supply of Goods and Service in Section-6	
		Payment
		10% of the total contract value
		Pro-rata payment equivalent to the cost of 10 schools
		Pro-rata payment equivalent to the cost of 10 schools
		Pro-rata payment equivalent to the cost of 10 schools
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		Pro-rata payment equivalent to the cost of 10 schools
		Pro-rata payment equivalent to the cost of 10 schools

	12	Supply, installation & commissioning of items in balance schools as mentioned in the List of Supply of Goods and Service in Section-6	Pro-rata payment equivalent to the cost of balance schools
<p>The payment each milestone shall be done on the submission of Testing and Inspection report for every school along with Bill/invoice. The Testing and Inspection report should be signed by the Supplier, ToE appointed by Purchaser, Chairman/Head of the respective SMC of the school and DSEO.</p>			
<b>GCC 16.4</b>	<p>The currencies for payments shall be: <u>The currency/ies in which the bid price is expressed in the bid of the successful bidder</u></p>		

GCC 17.3	<p>The bidders are informed that certain tax and duty exemptions are available as per the following GOI notifications:</p> <p>a) <i>In accordance with Notification No. 108/95–CE dated 28.8.1995 (Goods Supplied to UN or an International Organization) and subsequent amendments, the Central Government has granted exemptions for all goods falling under the Schedule to the Central Excise Tariff Act 1985 when supplied to projects financed by an international organization (ADB included) and approved by the Government of India from the whole of (1) the duty of excise leviable thereon under Section 3 of the Central Excise Act, 1944 (1 of 1944), and (2) the additional duty of excise leviable thereon under Sub-Section (1) of Section 3 of the Additional Duties of Excise (Goods of Special Importance) Act, 1957 (58 of 1957), provided that the need for such goods are properly certified by the appropriate authorities.</i></p> <p>b) <i>In addition, as per Notification No. 84/97-Cus. dated 11.11.1997 and subsequent amendments, and under General Exemption No. 1A, Exemptions to Imports by United Nations or International Organization for Execution of Projects in India, the Central Government has granted exemptions for all goods imported into India for execution of projects financed by an International Organization (ADB included) and approved by the Government of India, from (1) the whole of the duty of customs leviable thereon under First Schedule to the Customs Tariff Act, 1975 (51 of 1975), (2) the whole of the additional duty of customs leviable thereon under Section 3 of the said Act, and (3) the whole of the special duty of customs leviable under Section 68 of the Finance (No. 2) Act 1996 (33 of 1996), provided that the need for such goods is properly certified by the appropriate authorities.</i></p> <p>The Employer will assist the Contractor to obtain any lawful exemptions from payment of Excise Duty or Import Duty or any other admissible exemption from any kind of Tax or Duty on Plant, Equipment and Materials that are to be incorporated as a part of the Permanent Works by issue of a “Certificate Under GOI Notification No. 108/95 &amp; 84/97”, duly signed by the Project Authorities and countersigned by the Secretary Finance, Govt. of Meghalaya, in the format indicated in Section 9, which indicates the estimated quantities of the Plant, Equipment and Materials that are to be incorporated into the Permanent Works. The Employer will not issue any certificates for plants, materials or equipment that may be required to carry out the Works, but which are not to be incorporated into and form a part of the Permanent Works. The responsibility for obtaining any such exemptions from the Competent Authority will remain with the Contractor and the Employer shall not in any way be responsible for admissibility of the claims or eligibility of the Contractor.</p>
GCC 18.1	<p>The Supplier shall provide a Performance Security of ten (10) percent of the Total Contract Value. The Performance Security shall be denominated in the following amounts and currencies: <u>The currency/ies in which the bid price is expressed in the bid of the successful bidder</u></p>

<b>GCC 18.3</b>	The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Purchaser's country, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or a cashier's or certified check, or cash
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: Pursuant to GCC Subclause 18.4, after delivery and acceptance of the Goods, the performance security shall be reduced to 5 (Five) percent of the Contract to cover Supplier's warranty obligations in accordance with GCC Clause 28.3
<b>GCC 23.2</b>	<p>The packing, marking, and documentation within and outside the packages shall be:</p> <p><b>Packing:</b> (1) The supplied Goods shall be packed by standard protective measures. Such packing shall be suitable for long distance transportation and well protected against dampness, moisture, shock, rust and rough handling so as to ensure that the Goods will safely arrive at the designated site without any damage due to the above mentioned reasons, and</p> <p>(2) In each package there shall be one copy each of the detailed packing list and the quality certificate.</p> <p><b>Marking:</b>(1) The Supplier shall mark the following on the four adjacent sides of each package with indelible paint in conspicuous English printed words:</p> <p>A. CONSIGNEE  B. CONTRACT NO.  C. SHIPPING MARK  D. CONSIGNEE CODE  E. DESTINATION  F. NAME OF GOODS AND ITEM NO., CASE NO.  G. GROSS/NET WEIGHT (Kg)  H. MEASUREMENT (LENGTH x WIDTH x HEIGHT IN CM)</p> <p>(2) If any package weighs two (2) tons or more, the Supplier shall mark on two sides of each package in English and with appropriate transportation marks to show the "center of gravity" and "points of slinging" in order to facilitate loading, discharging and handling. According to the characteristics of the Goods and the different requirements in transportation, packages shall be marked legibly by the Supplier with words "Handle with Care", "Right Side Up", "Keep Dry", etc., and with other appropriate marks.</p>

<b>GCC 24.1</b>	The insurance coverage shall be in accordance with:  Pursuant to GCC, Sub clause 24.1, the Supplier must insure the Goods in an amount equal to 110% of the CIF, CIP or EXW price of the Goods from “ Warehouse” to “ Warehouse” on “ All Risks” basis, including War Risks and Strikes.
<b>GCC 25.1</b>	Obligations for transportation of the Goods shall be in accordance with:  Incoterms 2010.
<b>GCC 26.2</b>	Tests and Inspections specified in Section 6(Schedule of Supply), shall be carried out at the following times or milestones, and places: <u>Testing and Inspection shall be carried out at every school in the district/block as mention in Section 6</u>
<b>GCC 27.1</b>	The applicable rate for liquidated damages for delay shall be: 0.5 % of the contract price per week or part thereof
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10% of the contract price
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: One year comprehensive warranty from the date of the acceptance of the Testing and Inspection report of items supplied in each tranche.  The place of final destination shall be: As per Delivery and Completion Schedule- Section 6
<b>GCC 28.5</b>	The Supplier shall attend to the complaint within 24 hours of the receipt of complaint and correct any defects covered by the Warranty within 5 days after attending the complaint.
<b>GCC 30.1 (b)</b>	The amount of aggregate liability shall be: 100% of the contract price.

# Section 9 - Contract Forms

## Table of Forms

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# Letter of Acceptance

---- on letterhead 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 . . . . date . . . . for execution of the . . . . . name of the contract and identification number, as given in the Bid Data Sheet . . . . . for the Accepted Contract Amount of the equivalent of . . . . . amount in figures 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 Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement



# Contract Agreement

THIS AGREEMENT made on the *[insert number]* day of *[insert month]*, *[insert year]*, between *[insert complete name of Purchaser]* of *[insert complete address of purchaser]* (hereinafter “the Purchaser”), of the one part, and *[insert complete name of supplier]* of *[insert complete address of supplier]* (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Letter of Acceptance;
  - (b) the Price Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Technical Bid Submission Sheet submitted by the Supplier;
  - (d) the Special Conditions of Contract;
  - (e) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
  - (f) the General Conditions of Contract;
  - (g) the Schedule of Supply; andThis Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by *[insert authorized signature for the purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

# Performance Security

*Bank's name, and address of issuing branch or office*<sup>1</sup>

**Beneficiary:** .....*Name and address of purchaser* .....

**Date:** .....

**Performance Guarantee No.:** .....

We have been informed that . . . . . *name of the supplier*. . . . . (hereinafter called "the Supplier") has entered into Contract No. . . . . . *reference number of the contract*. . . . . dated . . . . . with you, for the execution of . . . . . *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 Supplier, we . . . . . *name of the bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . . . . . . *name of the currency and amount in figures*<sup>2</sup>. . . . . (*amount in words*. . . . .) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your 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 . . . . . , . . . . .<sup>3</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.<sup>4</sup>

.....  
*Seal of bank and signature(s)*

*If the institution issuing the performance security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*

<sup>1</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.  
<sup>2</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency (ies) of the contract or a freely convertible currency acceptable to the purchaser.  
<sup>3</sup> Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time 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 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 Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."  
<sup>4</sup> Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

## Advance Payment Security

*Bank's name, and address of issuing branch or office*<sup>5</sup>

**Beneficiary:** ..... *Name and address of purchaser* .....

**Date:** .....

**Advance Payment Guarantee No.:** .....

We have been informed that . . . . *name of the supplier*. . . . (hereinafter called "the Supplier") has entered into Contract No. . . . . *reference number of the contract*. . . . dated . . . . .with you, for the execution of . . . . . *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, an advance payment in the sum of . . . . . *name of the currency and amount in figures*<sup>6</sup>. . . . . (*. . . . . amount in words*. . . . .) is to be made against an advance payment guarantee.

At the request of the Supplier, we . . . . . *name of the bank*. . . . . hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . *name of the currency and amount in figures*<sup>7</sup>. . . . . (*. . . . . amount in words*. . . . .) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than the costs of mobilization in respect of the Goods and Related Services.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number . . . . . *Supplier's account number*. . . . . at . . . . . *name and address of the bank*. . . . .

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Supplier as indicated in copies of interim statements or payment certificates that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety percent (90%) of the Contract Price has been certified for payment, or on the . . . day of . . . . ., . . . . .<sup>8</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (or ICC Publication No. 758 as applicable).

. . . . . *Seal of bank and signature(s)*. . . . .

<sup>5</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>6</sup> The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the contract, or in a freely convertible currency acceptable to the purchaser.

<sup>7</sup> Footnote 2.

<sup>8</sup> Insert the expected expiration date of the time for completion. The purchaser should note that in the event of an extension of the time 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 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 Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

**-- Note to Bidder --**

*If the institution issuing the advance payment security is located outside the country of the purchaser, it shall have a correspondent financial institution located in the country of the purchaser to make it enforceable.*

# Draft Format for Excise/Customs Duty Exemption

## TO WHOMSOEVER IT MAY CONCERN

### ESSENTIALITY CERTIFICATE

#### UNDER GOI NOTIFICATION 108/95 or 84/97

This is to certify that the work for \_\_\_\_\_ (Package No. & Name of work) \_\_\_\_\_ has been awarded to M/s \_\_\_\_\_ (Name of supplier) \_\_\_\_\_ amounting to INR \_\_\_\_\_ (Amount of Contract Agreement) \_\_\_\_\_ only by the Department of Education, Government of Meghalaya under Supporting Human Capital Development in Meghalaya (SHCDM) and that this project has duly been approved by Government of India. The Project (SHCDM) is funded by Asian Development Bank (ADB) under loan agreement No. 3033-IND between Government of India and Asian Development Bank and being executed by the Department of Finance, Government of Meghalaya.

It is certified that M/S \_\_\_\_\_ (Name of supplier) \_\_\_\_\_ for the above project requires to purchase \_\_\_\_\_ (Quantity of material and name of material) \_\_\_\_\_ under work \_\_\_\_\_ (Package No. & Name of work) \_\_\_\_\_.

It is further certified that the aforesaid material is required for the execution of the said project.

The validity of this certificate is for \_\_\_\_\_ months with effect from the date of issue of final work order.

Countersigned

Commissioner & Secretary, Education  
Government of Meghalaya

Secretary, Finance  
Government of Meghalaya