



**BIDDING DOCUMENT**  
**for**  
**Setting up Digital E-Library including 2 (two)**  
**Years Annual Maintenance Contract**

**VOLUME-I**  
(Technical Bid)

Issued on : 17<sup>th</sup> April 2021  
Notice Inviting Tenders/  
Invitation for Bids No : No. B-11030/114 (Prog-Gen)/2018/ASCL/109  
Package No : MIZ-AIZ-055/DEL/8  
Employer : AIZAWL SMART CITY LIMITED, AIZAWL  
State : MIZORAM  
Country : INDIA



**AIZAWL SMART CITY LIMITED, AIZAWL**

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# Section I. Instructions to Bidders

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## A. General

- 1. Scope of Bid**
- 1.1 In support of the Notice Inviting Tender (NIT)/ Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser/Employer, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirement. The name, identification, and number of lots are provided in the BDS.
- 1.2 Throughout this Bidding Document :
- (a) the term “in writing” means communicated in written form with proof of receipt;
  - (b) if the context so requires, singular means plural and vice versa; and
  - (c) “day” means calendar day.
- 2. Fraud and Corruption**
- 2.1 It is the Purchaser/Employer’s policy to require that Purchaser/Employer as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Purchaser/Employer defines, for the purpose of this provision, the terms set forth below as follows:
- i. “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - ii. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - iii. “Collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Purchaser/Employer, designed to establish prices at artificial, non-competitive levels;
  - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- 2.2 The Purchaser/Employer may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action

satisfactory to the Purchaser/Employer to remedy the situation;

2.3 The Purchaser/Employer may also sanction against the Bidder, including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, Purchaser/Employer-financed contract

### **3. Eligible Bidders**

3.1 A Bidder may be a natural person, private entity, government-owned entity – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(a) all partners shall be jointly and severally liable, and

(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

3.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of India.

3.3 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 including but not limited to:

(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/Employer 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. This will result in the disqualification of all Bids in which it is involved.

(f) a Bidder or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works 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/Employer as Engineer for the contract.

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

## **B. Contents of Bidding Document**

### **4. Sections of the Bidding Document**

4.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 6.

#### **PART 1 Bidding Procedures**

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

#### **PART 2 Supply Requirements**

- Section V. Schedule of Supply

#### **PART 3 Contract**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

4.2 The Notice Inviting Tender (NIT)/ Invitation for Bids (IFB) issued by the Purchaser/Employer is not part of the Bidding Document.

4.3 The Purchaser/Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser/Employer.

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

### **5. Clarification of**

5.1 A prospective Bidder requiring any clarification of the Bidding

**Bidding  
Document**

Document shall contact the Purchaser/Employer in writing at the Purchaser/Employer's address indicated in the BDS. The Purchaser/Employer will respond in writing to any request for clarification, provided that such request is received no later than 7 (seven) days prior to the deadline for submission of Bids. The Purchaser/Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser/Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 6 and Sub-Clause 19.2.

- 6. Amendment of Bidding Document**
- 6.1 At any time prior to the deadline for submission of the Bids, the Purchaser/Employer may amend the Bidding Document by issuing addenda.
- 6.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser/Employer.
- 6.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser/Employer may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 19.2

### C. Preparation of Bids

- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser/Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8. Language of Bid** 8.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser/Employer, shall be written in English language. 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 English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 9. Documents Comprising the Bid** 9.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Proposal, enclosed together in an outer single envelope.
- 9.2 Initially, only the Technical Proposals are opened at the



address, date and time specified in ITB Sub-Clause 21.1. The Price Bids remain sealed and are held in custody by the Purchaser/Employer. The Technical Bids are evaluated by the Purchaser/Employer. No amendments or changes to the Technical Bids are permitted. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as deficient Bids.

9.3 Price Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser/Employer. The Price Proposals are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.

9.4 The Technical Proposal shall contain the following :

- (a) Technical Proposal Submission Sheet;
- (b) Earnest Money Deposit (EMD) / Bid Security, in accordance with ITB Clause 16;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 17;
- (d) documentary evidence in accordance with ITB Clause 12 establishing the Bidder's eligibility to bid.
- (e) documentary evidence in accordance with ITB Clauses 13 and 24, that the Goods and Related Services conform to the Bidding Document;
- (f) documentary evidence in accordance with ITB Clause 14 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (g) any other document required in the BDS.

9.5 The Price Proposal shall contain the following :

- (a) Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 10 and 11
- (b) any other document required in the BDS.

**10. Bid Submission  
Sheets and  
Price  
Schedules**

10.1 The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

10.2 The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV,

**Bidding Forms.**

- 11. Bid Prices and Discounts**
- 11.1 The prices and discounts quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 11.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 25.3
- 11.3 The price to be quoted in the Price Proposal Submission Sheet excluding any discounts offered.
- 11.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Price Proposal Submission Sheet.
- 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 30.
- 12. Documents Establishing the Eligibility of the Bidder**
- 12.1 To establish their eligibility in accordance with ITB Clause 3, Bidders shall:
- (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and
  - (b) if the Bidder is an existing or intended JV in accordance with ITB Sub-Clause 3.1, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.
- 13. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document**
- 13.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Proposal the documentary evidence specified in Section V, Schedule of Supply.
- 13.2 The documentary evidence may be in the form of literature,

drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Supply.

- 13.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser/Employer in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser/Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
- 14. Documents Establishing the Qualifications of the Bidder**
- 14.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.
- 14.2 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 IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods.
- 15. Period of Validity of Bids**
- 15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser/Employer. A Bid valid for a shorter period shall be rejected by the Purchaser/Employer as nonresponsive.
- 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser/Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Earnest Money Deposit (EMD) / Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 16. Earnest Money Deposit (EMD) /Bid Security**
- 16.1 Unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its bid, in original form a Earnest Money Deposit (EMD) /Bid Security as specified in the **BDS**. The Earnest Money Deposit (EMD) /Bid Security amount shall be as specified in the **BDS**.
- 16.2 The Earnest Money Deposit (EMD) /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/ Demand Draft/ Deposit at Call of a Scheduled Bank provided the validity conformed the validity requirement of the bidding document; or
- (c) a cashier's or certified check Demand Draft provided the validity conformed the validity requirement of the bidding document;
- (d) Fixed Deposit in favor of CEO, ASCL

all from a reputable. *On selecting any of the above options, the Bidder should ensure that the Earnest Money Deposit (EMD) / bid security validity conform the validity requirement specified in the bidding document.* 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/Employer. The form must include the complete name of the Bidder. The Earnest Money Deposit (EMD) /bid security shall be valid for twenty days (20) beyond the original validity period of the bid, or beyond any period of extension if requested.

- 16.3 If a bid Security is required in accordance with ITB Sub-Clause 16.1, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.2, shall be rejected by the Purchaser/Employer as nonresponsive.
- 16.4 The Earnest Money Deposit (EMD) /Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB 35 and ITB Clause 36.
- 16.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 16.6 The Earnest Money Deposit (EMD) /Bid Security may be forfeited:
  - (a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 15.1, except as provided in ITB Sub-Clause 15.2; or
  - (b) if the successful Bidder fails to :
    - (i) sign the Contract in accordance with ITB Clause 35;
    - (ii) furnish a Performance Security in accordance with

ITB Clause 36; or

- (iii) accept the correction of its Bid Price pursuant to ITB Clause 25.

16.7 The Earnest Money Deposit (EMD)/ Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 12.1.

**17. Format and  
Signing of Bid**

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

17.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the Bid.

17.3 Any 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**

**18. Sealing and  
Marking of  
Bids**

18.1 The Bidder shall enclose the original of the Technical Proposal, the original of the Price Proposal, and each copy of the Technical Proposal and each copy of the Price Proposal in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL PROPOSAL”, “ORIGINAL - PRICE PROPOSAL” and “COPY NO... - TECHNICAL PROPOSAL” and “COPY NO.... - PRICE PROPOSAL”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 18.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser/Employer in accordance with ITB Sub-Clause 19.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS.
- 18.3 The outer envelopes and the inner envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB Sub-Clause 21.1.
- 18.4 The inner envelopes containing the Price Proposals shall bear a warning not to open until advised by the Purchaser/Employer in accordance with ITB Sub-Clause 21.2.
- 18.5 If all envelopes are not sealed and marked as required, the Purchaser/Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 19. Deadline for Submission of Bids**
- 19.1 Bids must be received by the Purchaser/Employer at the address and no later than the date and time indicated in the BDS.
- 19.2 The Purchaser/Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser/Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 20. Late Bids**
- 20.1 The Purchaser/Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB Clause 19. Any Bid received by the Purchaser/Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 21. Bid Opening**
- 21.1 The Purchaser/Employer shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the address, date and time specified in the BDS.
- 21.2 The Price Proposals will remain unopened and will be held in custody of the Purchaser/Employer until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser/Employer. If the Technical Proposal and the Price Proposal are submitted together in one envelope, the Purchaser/Employer may reject the Bid. Alternatively, the Price Proposal may be immediately resealed for later

evaluation.

- 21.3 All other envelopes holding the Technical Proposals 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 Earnest Money Deposit (EMD)/ Bid Security and
  - (d) any other details as the Purchaser/Employer may consider appropriate.

Only Technical Proposals read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Proposals except for late bids, in accordance with ITB Sub-Clause 20.1.

- 21.4 The Purchaser/Employer shall prepare a record of the opening of Technical Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution or modification; and the presence or absence of a Bid Security. 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.
- 21.5 At the end of the evaluation of the Technical Proposals, the Purchaser/Employer 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 Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser/Employer. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 21.6 The Purchaser/Employer will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Proposals unopened.
- 21.7 The Purchaser/Employer 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, date and time specified by the Purchaser/Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

- 21.8 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) the Bid Prices, including any and
  - (c) any other details as the Purchaser/Employer may consider appropriate.

Only Price Bids and discounts offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.

- 21.9 The Purchaser/Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price and any discounts 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.

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

- 22. Confidentiality**
- 22.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 22.2 Any attempt by a Bidder to influence the Purchaser/Employer in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 22.3 Notwithstanding ITB Sub-Clause 22.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser/Employer on any matter related to the bidding process, it should do so in writing.
- 23. Clarification of Bids**
- 23.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser/Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser/Employer shall not be considered. The Purchaser/Employer'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/Employer in the evaluation of the Price Proposals, in accordance with ITB Clause 25.

**24. Responsiveness of Technical Proposal**

24.1 The Purchaser/Employer's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

24.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser/Employer's rights or the Bidder's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

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

**25. Nonconformities, Errors, and Omissions**

25.1 Provided that a Technical Proposal is substantially responsive, the Purchaser/Employer may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

25.2 Provided that a Technical Proposal is substantially responsive, the Purchaser/Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

25.3 Provided that a Technical Proposal is substantially responsive, the Purchaser/Employer will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and

**Qualification Criteria.**

25.4 Provided that the Technical Proposal is substantially responsive, the Purchaser/Employer will correct arithmetical errors during evaluation of Price Proposals 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/Employer 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; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

25.5 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Earnest Money Deposit (EMD) /Bid Security may be forfeited.

**26. Preliminary Examination of Bids**

26.1 The Purchaser/Employer shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 9.4 have been provided, and to determine the completeness of each document submitted.

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

- (a) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 10.1;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Earnest Money Deposit (EMD) /Bid Security and
- (d) Manufacturer's Authorization, if applicable.

26.3 Likewise, following the opening of Price Proposals, the Purchaser/Employer shall examine the Price Proposals to

confirm that all documents and financial documentation requested in ITB Sub-Clause 9.5 have been provided, and to determine the completeness of each document submitted.

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

(a) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 10.1; and

(b) Price Schedules, in accordance with ITB Clauses 11 and 14.

**27. Examination of Terms and Conditions; Technical Evaluation**

27.1 The Purchaser/Employer shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

27.2 The Purchaser/Employer shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 13, to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

27.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser/Employer determines that the Technical Proposal is not substantially responsive in accordance with ITB Clause 24, it shall reject the Bid.

**28. Evaluation of Bids**

28.1 The Purchaser/Employer shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be substantially responsive.

28.2 To evaluate a Price Proposal, the Purchaser/Employer shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

28.3 To evaluate a Price Proposal, the Purchaser/Employer shall consider the following:

(a) the Bid Price;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 25.4;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 11.4;

- (d) application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 28.4 The Purchaser/Employer's cost evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 11. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of the Bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be as indicated in Section III, Evaluation and Qualification Criteria.
- 29. Comparison of Bids** 29.1 The Purchaser/Employer shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 28.
- 30. Postqualification of the Bidder** 30.1 The Purchaser/Employer shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14, to clarifications in accordance with ITB Clause 23 and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.
- 30.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser/Employer shall return the unopened Price Proposal to the Bidder.
- 31. Purchaser/Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 31.1 The Purchaser/Employer 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.

## F. Award of Contract

- 32. Award Criteria** 32.1 The Purchaser/Employer 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.

- 32.2 A Bid shall be rejected if the qualification criteria as specified in Section III, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser/Employer shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 33. Purchaser/Employer's Right to Vary Quantities at Time of Award** 33.1 At the time the Contract is awarded, the Purchaser/Employer reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, 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.
- 34. Notification of Award** 34.1 Prior to the expiration of the period of bid validity, the Purchaser/Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser/Employer shall also notify all other Bidders of the results of the bidding.
- 34.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 35. Signing of Contract** 35.1 Promptly after notification, the Purchaser/Employer shall send to the successful Bidder the Agreement and the Special Conditions of Contract.
- 35.2 Within twenty-eight (28) days of issue of the draft Agreement, the Purchaser/Employer and the successful Bidder shall sign the Contract Agreement.
- 36. Performance Security** 36.1 Within twenty-eight (28) days of issue of notification of award by the Purchaser/Employer, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser/Employer.
- 36.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD) /Bid Security. In that event the Purchaser/Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser/Employer to be

qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: No. B-11030/114 (Prog-Gen)/2018/ASCL/109 dated 17 <sup>th</sup> April 2021
<b>ITB 1.1</b>	The Purchaser is Aizawl Smart City Limited, Urban Development and Poverty Alleviation Department, Government of Mizoram
<b>ITB 1.1</b>	The name of the bidding process is: Setting up of Digital E-Library The identification number of the bidding process is: MIZ-AIZ-055/DEL/8
<b>B. Bidding Document</b>	
<b>ITB 5.1</b>	<p>For <b>clarification purposes</b> only, the Employer's address is:            Attention: Chief Executive Officer, ASCL.            Street Address: Urban Resource Centre, Opposite to Directorate of Anti Corruption Bureau, MINECO, Aizawl, Mizoram            ZIP Code: 796 005            Country: India            Telephone: : 0389-2336012            Email: <a href="mailto:smartcityaizawl@gmail.com">smartcityaizawl@gmail.com</a></p> <p>Pre-Bid meeting shall be held on 7<sup>th</sup> May 2021 at 3: 30 Pm at the above address.</p> <p>Requests for clarification should be received by the Employer no later than 7 (seven) days before the original deadline date of Bid submission.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 9.4 (i)</b>	The Bidder shall submit with its Technical Proposal the following additional documents: Nil
<b>ITB 9.5 (c)</b>	The Bidder shall submit with its Price Proposal the following additional documents: Nil
<b>ITB 15.1</b>	The bid validity period shall be 70 days.
<b>ITB 16.1</b>	<p>A Bid Security shall be required.</p> <p>If a Bid Security shall be required, the amount and currency of the Bid Security shall be INR 2,00,000/-</p>

<b>D. Submission and Opening of Bids</b>	
<b>ITB 17.1</b>	In addition to the original of the Bid, the number of copies is 2 (two)
<b>ITB 17.2</b>	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of:  (a) Power of Attorney (in case the Bidder is a partnership or a sole proprietorship or a joint venture), (b) Board Resolution (in case the Bidder is a corporation). <i>This authorization may not be required if the signatory is the proprietor or the sole owner of the firm him/her self</i>
<b>ITB 18.2 (c)</b>	Setting up of Digital Library
<b>ITB 19.1</b>	For <b><u>bid submission purposes</u></b> only, the Purchaser's address is :  As at ITB 5.1 above.
<b>ITB 19.1</b>	<b>The deadline for bid submission is:</b>  Date: 24 <sup>th</sup> May 2021  Time: 3: 00 Pm.
<b>ITB 27.1</b>	<b>The bid opening shall take place at:</b>  As at ITB 5.1 above.  Date: 24 <sup>th</sup> May 2021  Time: 3: 30 Pm
<b>F. Award of Contract</b>	
<b>ITB 33.1</b>	The percentage by which quantities may be increased is 20%.  The percentage by which quantities may be decreased is 20%



# **Section III. Evaluation and Qualification Criteria**

## **Table of Criteria**

### **Evaluation Criteria**

Scope

Technical Criteria

### **Qualification Criteria**

Financial Criteria

Experience Criteria

Supply Capacity

Litigation History

## **1. Evaluation Criteria**

In pursuant to the sub-clause ITB 28.2, the Purchaser has framed following criterion for evaluation of bids. These shall apply.

### **1.1. Scope**

#### **1.1.1 Local Handling and Inland Transportation:**

Costs of inland transportation, insurance and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to the Project site as defined in Section V, Schedule of Supply, shall be quoted in the PRICE SCHEDULE FOR RELATED SERVICES provided in Volume –II Price Bid Document. These costs will be taken into account during bid evaluation. If the bidder fails to include such costs in its Bids, then the highest price quoted for the same items or components by the other respective bidders will be added for evaluation purpose only but shall not include in the contract price.

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

Pursuant to Sub-Clause 25.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. For the missing items, 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, and for this purpose, the Purchaser shall base its assessment on the highest price quoted for the same item(s) or component(s) by the other respective Bidders.

### **1.3. Technical Criterion**

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section V, Schedule of Requirement, shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids

## **2. Qualification Criteria**

The following criteria shall be used to establish the qualifications of the Bidder:

### **2.1. Size of Operation**

Average annual turnover of Rs. 100 lakh, defined as the total payments received by the Bidder for contracts completed or under execution over the last 3 years.

### **2.2. Contractual & Technical Experience**

Within the last 10 years, the Bidder should have successfully complied, as the main supplier/Contractor, the minimum requirement criteria indicated below.

- Similar contract completed put together costing not less than **Rs 100 lakh**.

Value, nature, and complexity of these contracts should be comparable to the contract to be let.

For assessing the Contractual & Technical Experience, bidder should submit along with the bid, Certificate of satisfactory completion of similar contract/supply issued by the previous purchasers/employers Or any other document that would suggest that the bidder has actually and successfully completed similar contract(s) within the last 10 years.

### **2.3. Financial Position**

Soundness of the Bidder's financial position showing long term profitability demonstrated through audited financial statements, balance sheets and auditor's report for the last three years. The net worth of the bidder as per the latest auditor's report should be positive. For assessing the Financial position, bidder should submit along with the bid, Audited Balance Sheets and Income Statement (Audited Certificate audited by Charter Accountant) for the last 3 (three) years.

### **2.4. Cash flow Capacity**

Availability of or access to liquid assets<sup>1</sup>, lines of credit, and other finances sufficient to meet any possible cash flow requirement which may arise during the execution of the contract. This shall also take into account the Bidder's commitments for other contracts. The working capital requirement of the bidder as per the latest auditor's report plus dedicate line of credit, if any, should represent not less than INR 100 lakhs.

### **2.5. Litigation History**

All pending claims, arbitration, or other litigation shall represent in total, not more than 80% of the Bidder's net worth.

<sup>1</sup> *Liquid Assets* mean cash and cash equivalents, short-term financial instruments, short term available-for-sale securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within ONE YEAR.

# Section IV. Bidding Forms

## Table of Forms

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## Technical Proposal Submission Sheet

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

Contract Package No.: \_\_\_\_\_

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section V, Schedule of Requirement, the following Goods and Related Services: \_\_\_\_\_
- (c) Our 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) If our Bid is accepted, we commit to obtain a Performance Security in the amount of \_\_\_\_ percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries \_\_\_\_\_;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (g) 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.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Bid Security

Date: \_\_\_\_\_  
 Contract Package No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_

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

Whereas \_\_\_\_\_

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

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

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 15.2; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser, during the period of bid validity, fails or refuses to:
  - (a) execute the Contract; or
  - (b) accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 25; or
  - (c) furnish the Performance Security, in accordance with the ITB Clause 36.

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

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Manufacturer's Authorization

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

Contract Package No.: \_\_\_\_\_

Notice Inviting Tender/Invitation for Bid No.: \_\_\_\_\_

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

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_



## 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

Bidder's Information	
<b>Bidder's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	

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

Each member of a JV must fill in this form separately.

<b>JV / Specialist Subcontractor Information</b>	
<b>JV Partner's name</b>	
<b>JV Partner's year of constitution</b>	
<b>JV Partner's legal address in country of constitution</b>	
<b>JV Partner's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	

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

Each Bidder must fill this form if so required under Criterion 2.5 of Section 3 (Evaluation and Qualification Criteria) to describe any pending litigation or arbitration formally commenced against it.

In case of JVs, each JV Partner must fill this form separately, and provide the JV partner name below:

Bidder/JV Partner: \_\_\_\_\_

Pending Litigation and Arbitration			
<input type="checkbox"/> No pending litigation and arbitration. <input type="checkbox"/> Below is a description of all pending litigation and arbitration involving the Bidder (or each JV member if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim	Value of Pending Claim as a Percentage of Net Worth

**Note:** This form shall only be included if Criterion 2.5 of Section 3 (Evaluation & qualification Criteria) is applicable

**Form EXP – 1: Contractual and Technical Experience**

Fill up one (1) form per contract.

Contractual and Technical Experience		
<b>Contract No . . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>	<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> <b>Manufacturer</b> <input type="checkbox"/> <b>Supplier</b> <input type="checkbox"/> <b>Subcontractor</b>	
<b>Total Contract Amount</b>		
<b>If partner in a JV or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name</b> <b>Address</b> <b>Telephone/Fax Number</b> <b>E-mail</b>		
Description of the similarity in accordance with Criteria 2.2 of Section 3		
<b>Contractual Experience:</b>  Within the last 10 years, the Bidder should have successfully complied, as the main supplier/Contractor, any one of the experience requirement criteria indicated below years. <ul style="list-style-type: none"> <li>○ Three similar contracts completed costing not less than <b>Rs _____ lakh</b> each.</li> <li>○ Two similar contracts completed costing not less than <b>Rs _____ lakh</b> each.</li> <li>○ One similar contract completed costing not less than <b>Rs _____ lakh</b>.</li> </ul> Value, nature, and complexity of these contracts should be comparable to the contract to be let.	<b>Note:</b> <i>Bidder should demonstrate here the similar contractual experience as describe in criterion 2.2 of Section 3</i>	

**Note:** This form shall only be included if Criterion 2.2 of Section 3 (Evaluation & qualification Criteria) is applicable

**Form FIN - 1: Financial Position**

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

In case of JVs, each JV Partner must fill this form separately, and provide the JV partner name below:

Bidder/JV Partner: \_\_\_\_\_

Financial Data for Previous 3 Years		
Year 1:	Year 2:	Year __:

**Information from Balance Sheet**

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

<b>Most Recent Working Capital</b>			
------------------------------------	--	--	--

**Information from Income Statement**

<b>Total Revenues</b>			
<b>Profits Before Taxes</b>			
<b>Profits After Taxes</b>			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- Unless otherwise required by Section 3 of the Bidding Document, 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.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

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

Each Bidder must fill in this form

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed in INR.

In case of JVs, each JV Partner must fill this form separately, and provide the JV partner name below:

JV Partner: \_\_\_\_\_

<b>Annual Turnover Data for the Last 3 Years</b>	
<b>Year</b>	<b>Amount</b>
Average Annual Turnover	

**Form FIN – 3: Availability of Financial Resources**

Specify proposed sources of financing, such as working capital, liquid assets<sup>1</sup>, line of credit, and other financial resources (other than any contractual advance payments) available to meet the financial resources requirement indicated in Criterion 2.4 of Section 3 (Evaluation & qualification Criteria)

Financial Resources		
No.	Source of financing	Amount
1		
2		
3		

<sup>1</sup> *Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables, short-term financing receivables and other assets that can be converted into cash within one year.*

**SECTION V**  
**SCHEDULE OF REQUIREMENT**



## **SCHEDULE OF REQUIREMENT FOR COMPLETION OF SETTING UP OF E-LIBRARY**

### **I. COMPLETION PERIOD:**

The Contract for Setting up of Digital Library is 9 (nine) months and the Supplier/Contractor has to complete the entire requirement within this period. Date of award of Contract shall be considered as the start date of Contract.

### **II. THE REQUIREMENT & SPECIFICATIONS:**

#### **1. Design & Standard for Digital E Library**

##### **General**

Digital libraries represent the meeting point of many disciplines and fields, including data management, information systems, information retrieval, library sciences, document management, the web, image processing, and artificial intelligence and human-computer interaction. Due to these technological invasions majority of libraries are getting converted into digital libraries which provide suitable help to fulfil their users' basic objectives of providing relevant information. This is so because globalization of information is taking place and territorial boundaries are becoming meaningless due to developments in information and communication technology (ICT) and traditional constraints of time and space are disappearing. Digital library is the electronic library in which the access, storage and dissemination of information is in the digitalized form. It is an attempt to touch base with all the areas relating to use of digital library and digital preservation in libraries in simple language.

A digital library is a library in which collections are stored in digital formats (as opposed to print, microform, or other media) and accessible by computers. The content may be stored locally, or accessed remotely. The first published use of the term has been traced to a 1988 report to the Corporation for National Research Initiatives. The term was first popularized by the NSF/DARPA/NASA Digital Libraries Initiative in 1994. Bush (1945) created a vision based on experience ("Digital library.")

##### **The Digital Library Federation defines digital libraries as:**

Organizations that provide the resources, including the specialized staff, to select, structure, offer intellectual access to, interpret, distribute, preserve the integrity of, and ensure the persistence over time of collections of digital works so that they are readily available for use by a defined community or set of communities.

Lynch (1994) states that, "digital libraries provide users with coherent success to a very large, organized repository of information and knowledge." According to Berkeley Digital Library Project, University of California, the digital library will be a collection of distributed information sources.

A Digital library (also referred to as electronic library or digital repository) is a focused collection of digital objects that can include text, visual material, audio material, video material, stored as electronic media formats (as opposed to print, micro form, or other media), along with means for organizing, storing, and retrieving the files and media contained in the library collection.

**The contrast between traditional and digital libraries is presented below:**

### **Digital Library**

It is a later stage of electronic library. In digital library, high speed optical fibers are used for LAN and access is over WAN and provide a wide range of Internet based services, i.e., audio and video conferencing and like others. Majority of holding of a digital library are in the computer a readable form and also act as a point of access to other online sources.

### **Characteristics of Digital Libraries**

The different characteristics of digital library are as follows:

□ Collection: A digital collection of electronic documents or other resources presented as a purposeful assemblage, e.g., organized and presented according to library or archival principles or representing the digital holdings of an institution.

### **Technology Used**

**Technologies which are used for digitization are as follows:**

- Computer Technologies
- Processing Technology
- Communication Technologies
- Display Technologies

### **Functions of Digital Library**

**Functions of digital libraries are:**

- Access to large amounts of information to users wherever they are and whenever they need it.
- Access to primary information sources.
- Support multimedia content along with text.
- Network accessibility on Intranet and Internet.
- User-friendly interface, hypertext links for navigation.
- Client-server architecture.
- Advanced search and retrieval.
- Integration with other digital libraries.

### **Components of Digital Library**

**The components of a digital library are:**

- Infrastructure, Digital Collection, Systems function
- Telecommunication facility, Human resources
- Hardware Requirements are:
  - Computer servers, Networks, LAN/WAN, Converters, Scanners
  - Internet Connectivity, Storage media, Multimedia Interface, UPS

**Software Requirements are:**

Liner Operating Systems, Digital Library Software, Greenstone, Fedora, D-space, Editing Software, E-print

### **Basic Needs for Digital Library**

For the development and operation of digital library, the technological environment is provided by the Internet and World Wide Web. The web provides tools and techniques for publishing the information over internet while the internet provides the TCP/IP and or its associated protocol for accessing the information. **Some of the basic requirements for a digital library are:**

- Computer: Server, PC, with multimedia, UPS, etc.
- Software: Any suitable software, which is interconnected and suitable for LAN and WAN connection
- Network: LAN, MAN, WAN, internet, etc.
- Storage devices: Optical storage device, CDROM, Jukebox, etc.
- Scanner: H.P. Scan Jet, Flatbed, sheet feeder, Drum Scanner, Slide Scanner, Microfilm Scanner, digital camera, Barcode Scanner, etc.
- Printer: Laser Printer, Dot Matrix Printer. Digital Graphic Printer, etc.
- Audio Visual: Colour TV, V .C.R, Sound box, Telephone, etc.

### **Importance of Digital Library**

- Scholarly communication, education, research such as E-journals, e-books, and data sets, e-learning.
- Access to cultural collections such as Cultural heritage, historical & special collections, museums, biodiversity.
- E-governance such as improved access to government policies, plans, procedures, rules and regulations
- Archiving and preservation.

### **Advantages of Digital Library**

- **No physical boundary:** The user of a digital library need not to go to the library physically; people from all over the world can gain access to the same information, as long as an Internet connection is available.
- Round the clock availability a major advantage of digital libraries is that people can gain access 24/7 to the information.
- **Multiple access:** The same resources can be used simultaneously by a number of institutions and patrons. This may not be the case for copyrighted material: a library may have a license for "lending out" only one copy at a time; this is achieved with a system of digital rights management where a resource can become inaccessible after expiration of the lending period or after the lender chooses to make it inaccessible (equivalent to returning the resource).
- **Information retrieval:** The user is able to use any search term (word, phrase, title, name, and subject) to search the entire collection. Digital libraries can provide very user-friendly interfaces, giving click able access to its resources.
- **Preservation and conservation:** Digitization is not a long-term preservation solution for physical collections, but does succeed in providing access copies for materials that would otherwise fall to degradation from repeated use. Digitized collections and born-digital objects pose many preservation and conservation concerns that analog materials do not. Please see the following "Problems" section of this page for examples.

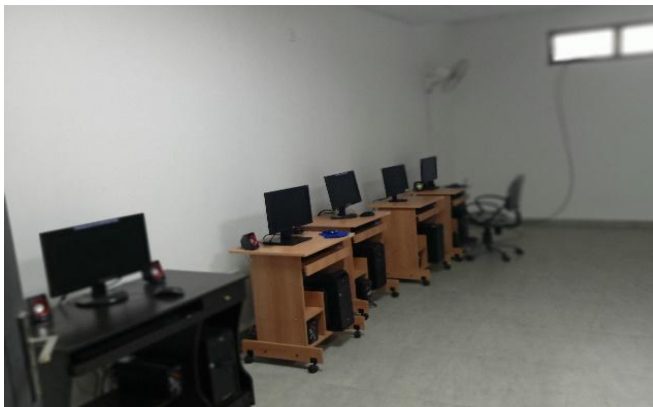
- **Space:** Whereas traditional libraries are limited by storage space, digital libraries have the potential to store much more information, simply because digital information requires very little physical space to contain them and media storage technologies are more affordable than ever before.
- **Added value:** Certain characteristics of objects, primarily the quality of images, may be improved. Digitization can enhance legibility and remove visible flaws such as stains and discoloration.
- Easily accessible.

**2. Present Scenario**

Existing Library situated at first floor, new secretariat complex, Khatla, area. For that library funding is done from RRRLF (Raja ram Mohanrai Library Foundation). Currently there own building is available in that building. Total 68020 no's books are available including all MIZO literatures. Along with books 5 no's of English newspapers, 11 no's of Local MIZO newspapers, 10 no's of English Magazines and 9 no's of MIZO magazines are available.

Apart from that they have 13 computers, out of that, 6no's of PCs are dedicatedly used by staff and 5 no's of PCs are not in working condition due to lack of good quality Internet connection. Remaining 2 pcs are used for LIBSYS and OPAC (On live public access) software. Similarly 3 no's of scanners are also there. These scanners are used for administrative purpose only, means all scanners are dedicatedly used by staff only. 2 Xerox machines are there, these 2 Xerox machines are used by staff as well as users. 2 printers are there, all these printers are used by staff only.

In existing situation Digital library is there but due to bad quality of computers library is not in working condition CDAC software is there presently.



**SITE PHOTOS – COMPUTER ROOM 1**



**SITE PHOTOS – COMPUTER ROOM 2**



**SITE PHOTOS – XEROX AREA**



**SITE PHOTOS – BUILDING OF LIBRARY**

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### 3. Introduction

Proposal to set up a “Digital Learning Facility” for all the Visual Impaired people.

A digital library suitable for visually impaired having all above features will require digital books in a right format which ideally be EpubS 3/HTML 5.

Following technical features are required for creating, running, updating and enhancing a digital library for visually impaired people.

- We provide new set of software for digital content creation and delivery for publishers across the world and our systems are used by publishers of all sizes.
- Our systems handle content of any complexity in any language.
- We have a strong focus on education content at all levels including tertiary learning content.
- We work with major academic and University publishers around the world.
- We have a very strong focus on accessibility and maintain our production and reading systems to the latest international WAI-ARIA standards (Web Accessibility Initiative – Accessible Rich Internet Applications).
- We have digital reading systems that work on all desktop systems plus Android, Apple and Windows tablets.
- We use NVDA (Non-Visual Desktop Access) as online screen reader with our book reader, it allows speech to be generated in all languages.

#### **Product (Digital Book Reader A11Y)**

- Our system is an Online CMS. It allows content to be created and preserved for ever.
- Once digitized content’ can be generated in multiple formats including accessible formats such as Large-size print, EPUB/HTML5 and for Online Websites.
- As technology changes the production solution can generate newer formats.
- Copies of books can be made and published in parts, remixed to make new books and many other features.
- The online production system allows qualified and authorized editors from anywhere to create and edit content and generate formats.
- This means you can have your own production team or use partners who work on your server so your content is secure.
- The system is completely secure and ensures the content cannot be misused or stolen. The logging system tracks every action of every user.
- Digital books can be published directly to the delivery systems for full security.

#### **Delivery to end users (AZ Fulfilment System)**

- The book delivery system is very secure and highly customizable.
- Content can be packaged into EPUB (all versions) and delivered to secure reading systems on all devices and desktops.
- Content can also be packaged into Web pages and delivered to secure Internet access systems for accredited users.

- Books can be organized by categories. Eg: Subject, year, type, etc. This means a user logging in sees the books they need to see and not the full library.
- This is very important for education content.
- Access control can be routed through an authorized IP address.
- Books can be made available in many ways. Subscriptions – by term or period, library style loans and permanent transfers.
- Users can download the digital content to their systems and then use it off-line.
- This significantly reduces bandwidth costs. For example a user can download a book while at school/college and then read it at home with no Internet connection.
- With loans and subscriptions when the period is complete the books are automatically deleted from the users reading system.
- All Reading Systems directly support the visually impaired. Text can be changed to any size and flows correctly. When a user makes a text size change the reading systems remembers this on a book by book basis. The next time the user opens the book, it opens at the preselected text size.
- Contrast and Brightness, background and foreground colour can be set by user as per their comfort.
- All images are produced to allow zooming magnification and exploration in detail. Image alt text can be used to describe an image.
- With more complex education images supporting explanatory/descriptive text can easily be incorporated at any time.
- The interfaces are designed for customization. This means they can be easily tailored for all levels of accessibility as per a client's requirement.

## Summary

The digital content production and Ebook delivery systems are “off the shelf” software designed to work on low cost cloud delivery systems such as AWS (Amazon Web Services).

They are designed for customization for specialist publishing needs.

They ensure the security of digital content at every stage from production to delivery to reading.

All systems are optimized for and include the latest accessibility tools. Accessibility is a powerful focus of our development team.

## Design Standards

There is a general agreement that there is no standard method for designing a digital library. Guidelines published by International Federation of Library Associations IFLA [7] for designing and building integrated library systems indicate that “even though there are many methodologies that address a project's life cycle, the following four phases are generally accepted as standard: envisioning, planning, developing, and deploying or stabilizing”. From the library's perspective, the scope of the project is not a methodology but rather a definitive statement as to what the digital library is intended to do –what services it will offer to its users and what functions it will perform. Buchanan [8] states that the standard development lifecycle (SDLC) provides the common methodology and high-level operational guidelines within which software is developed and maintained. According to Dennis [9] the SDLC is the process of understanding how an information system can support business needs, designing the system, building it, and delivering it to users. The SDLC typically consists of four fundamental phases or stages: planning, analysis, design, and implementation as demonstrated in figure 1. Each phase is itself composed of a series of steps. The discussion below looks at each of these stages in the context of the development of a digital library.

## Standards Software Used

1. Production Tool for Epub 3 (conversion of books hardcopy/soft copy to Epub3/HTML 5) "Digital Publisher"
2. License Unlimited.
3. AMC and Upgrade for Production tool.
4. Digital library of books and Delivery Tool (Secured delivery system to control Copyright Act Infringement) "Az Fulfilment System".
5. AMC and Upgrade for Digital Library and delivery tool (from first year).
6. E-Pub Reader (White labelled for The Directorate) Book reader to make books readable by Visually Impaired. "Digital Book Reader - A11Y".
7. Digital Library with Secured Repository with Trust Model. (Content Management System for Archival-Retrieval of secured documents with record Management Policy enforced.) "Enterprise Content Management Solution"
8. AMC and Upgrade for Content Management Solution.
9. Software standard customization
10. Software online Installation and Training
11. Cloud Servers
  - For Production Tool Hardware - must support for Centos/Redhat Linux Memory(RAM)= 32GB Hard Disk = 3TB processor =Intel(R) Xeon(R) CPU E31220 @ 3.10GHz UP Bandwidth Requirements : 10 MBPS 1 External IP.
  - For Digital Library and Delivery Tool Hardware - must support for Centos/Redhat Linux Memory(RAM)= 32GB Hard Disk = 3TB processor =Intel(R) Xeon(R) CPU E31220 @ 3.10GHz UP Bandwidth Requirements : 10 MBPS 1 External IP.
  - For Back up and Disaster Recovery ( Remote site installation) Hardware - must support for Centos/Redhat Linux Memory(RAM)= 32GB Hard Disk = 3TB processor =Intel(R) Xeon(R) CPU E31220 @ 3.10GHz UP Bandwidth Requirements : 10 MBPS 1 External.
12. Book Conversion Cost
  - Book conversion from hard copy to Epub3:
  - Process involves:
  - Scanning & Digitization
  - Data Extraction in Hindi and English
  - Content Proofing
  - Content Mark-up for Structures
  - XML Tagging
  - Special structures Tagging
  - eBookDesignprocessing Normal Books Per page 32 Low Medium Complex Structure Per page 41 Medium Complex Structure Per page 56 Complex Structure Per page 72 10 Connectivity and Internet Access Data link and backup connectivity of Internet at Data.

# Section VI. 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/Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier/Contractor 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/Contractor 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/Contractor in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier/Contractor is required to supply to the Purchaser under the Contract.
- (i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier/Contractor under the Contract.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “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/Contractor.

(m) “Supplier/Contractor” 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/Contractor.

(n) “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. Corrupt Practices**

3.1 It is the Purchaser’s policy to require that Purchaser as well as Supplier/Contractor observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:

- i. “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. “Collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

3.2 The Purchaser may terminate the contract if it determines at any time that representatives of the Supplier/Contractor were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Supplier/Contractor having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;

The Purchaser may also sanction against the Supplier/Contractor, including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract.

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

4.2 Entire Agreement

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

4.3 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.

4.4 Nonwaiver

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

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

4.5 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/Contractor and the Purchaser, shall be written in English language. 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 English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier/Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 6. Joint Venture, Consortium or Association**
- 6.1 Unless otherwise specified in the SCC, if the Supplier/Contractor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier/Contractor and its Subcontractors shall have the nationality of India. A Supplier/Contractor or Subcontractor shall be deemed to have the nationality of India if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of India.
- 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 India.
- 10. Settlement of**
- 10.1 The Purchaser and the Supplier/Contractor shall make every

- Disputes** effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Supply.
- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 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 V, Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier/Contractor are specified in the SCC.
- 13. Supplier/Contractor's Responsibilities**
- 13.1 The Supplier/Contractor 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**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier/Contractor obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/Contractor, make its best effort to assist the Supplier/Contractor in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
- 15. Contract**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions

**Price** therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier/Contractor for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/Contractor in its bid, with the exception of any price adjustments authorized in the SCC.

**16. Terms of Payment**

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

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

16.3 Payments shall be made promptly by the Purchaser after submission of an invoice or request for payment by the Supplier/Contractor, and the Purchaser has accepted it.

**17. Taxes and Duties**

17.1 For goods supplied, the Supplier/Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier/Contractor, the Purchaser shall use its best efforts to enable the Supplier/Contractor to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

18.1 The Supplier/Contractor shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier/Contractor's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be discharged by the Purchaser and returned to the Supplier/Contractor not later than twenty-eight (28) days following the date of completion of the Supplier/Contractor'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/Contractor herein shall remain vested in the Supplier/Contractor, or, if they are furnished to the Purchaser directly or through the Supplier/Contractor by any third party, including Supplier/Contractors of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information** 20.1 The Purchaser and the Supplier/Contractor 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/Contractor 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/Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/Contractor under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier/Contractor for any purposes unrelated to the Contract. Similarly, the Supplier/Contractor shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) now or hereafter enters the public domain through no fault of that party;
  - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of

the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

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

**21. Subcontracting** 21.1 The Supplier/Contractor 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/Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.

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

**22. Specifications and Standards** 22.1 Technical Specifications and Drawings

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

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, 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** 23.1 The Supplier/Contractor shall provide such packing of the



**Documents**

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

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**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 EXW/Origin to final destination, 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, it is the responsibility of the Supplier/Contractor to deliver the goods to the final destination in time & in good condition.

**26. Inspections and Tests**

26.1 The Supplier/Contractor 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 V, Schedule of Supply.

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

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2.

26.4 Whenever the Supplier/Contractor 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/Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier/Contractor 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. If such test and/or inspection impedes the progress of manufacturing and/or the Supplier/Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier/Contractor shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier/Contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier/Contractor 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/Contractor from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier/Contractor 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/Contractor warrants that all the Goods are new, unused, and of the most recent or current models, and that they

incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier/Contractor further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier/Contractor or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give Notice to the Supplier/Contractor 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/Contractor to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier/Contractor shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier/Contractor 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/Contractor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier/Contractor under the Contract.

**29. Patent  
Indemnity**

- 29.1 The Supplier/Contractor 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/Contractor 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/Contractor, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier/Contractor a notice thereof, and the Supplier/Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier/Contractor fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier/Contractor's request, afford all available assistance to the Supplier/Contractor in conducting such proceedings or claim, and shall be reimbursed by the Supplier/Contractor for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier/Contractor 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/Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in

connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 30. Limitation of Liability**
- 30.1 Except in cases of 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/Contractor to pay liquidated damages to the Purchaser; and
  - (b) the aggregate liability of the Supplier/Contractor 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/Contractor to indemnify the Purchaser with respect to patent infringement.
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of the Notice Inviting Tender/ Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed (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/Contractor 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/Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier/Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the

Supplier/Contractor. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier/Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier/Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change  
Orders and  
Contract  
Amendments**

33.1 The Purchaser may at any time order the Supplier/Contractor 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/Contractor.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier/Contractor'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/Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier/Contractor's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier/Contractor 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/Contractor for similar services.

**34. Extensions of  
Time**

34.1 If at any time during performance of the Contract, the Supplier/Contractor or its Subcontractors should encounter conditions impeding timely delivery of the Goods or

completion of Related Services pursuant to GCC Clause 12, the Supplier/Contractor 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/Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier/Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier/Contractor in the performance of its Delivery and Completion obligations shall render the Supplier/Contractor 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/Contractor, may terminate the Contract in whole or in part:
- (i) if the Supplier/Contractor 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/Contractor 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/Contractor shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier/Contractor shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier/Contractor, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

### 35.2 Termination for Insolvency

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

### 35.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Supplier/Contractor, 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/Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier/Contractor'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/Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier/Contractor.

## 36. Assignment

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



## Section VII. 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(i)</b>	The Purchaser/Employer is Aizawl Smart City Limited, Urban Development and Poverty Alleviation Department, Government of Mizoram.
<b>GCC 1.1 (n)</b>	The Site is Aizawl, Mizoram, India.
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association shall jointly and severally liable.
<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser/Employer's address shall be: Chief Executive Officer, ASCL. Street Address: Urban Resource Centre, Opposite to Directorate of Anti Corruption Bureau, MINECO, Aizawl, Mizoram ZIP Code: 796 005 Country: India Telephone: : 0389-2336012 Email: <a href="mailto:smartcityaizawl@gmail.com">smartcityaizawl@gmail.com</a>
<b>GCC 10.2</b>	Institution whose arbitration shall be used:  In the case of a dispute between the Purchaser/Employer and a Supplier/Contractor, the dispute shall be settled by adjudication or arbitration in accordance with the laws of India and place of Arbitration shall be Aizawl, Mizoram.
<b>GCC 11.1</b>	The scope of Contract shall be defined in Section V, Schedule of Requirement.
<b>GCC 15.2</b>	The price adjustment shall not be permitted.
<b>CC 16.1</b>	1. CAPEX Cost. (a) 10 percent of the CAPEX cost as advance payment against Bank Guarantee of an equal amount. (b) 70 percent of the CAPEX cost on receipt of Equipment/Martial in good condition as certified by concern Official of Aizawl Smart City Limited. (c) 20 percent of the CAPEX cost after successful installation of Equipment/Martial certified by concern Official of Aizawl Smart City Limited. 2. OPEX Cost: On quarterly basis as per actual execution of work.

<b>GCC 18.1</b>	<p>The Supplier/Contractor shall provide a Performance Security of 10 percent of the Contract Price.</p> <p>The Performance Security shall be in the form of bank guarantee issued by a reputable bank in the format included in Section VIII, Contract Forms.</p>
<b>GCC 18.3</b>	<p>Discharge of Performance Security shall take place: Pursuant to GCC Sub-Clause 18.3, after delivery and acceptance of the Goods, the performance security shall be reduced to 5 percent of the Contract price to cover the Supplier/Contractor's warranty obligations in accordance with GCC Clause 28.3.</p>
<b>GCC 23.2</b>	<p>Each package will be marked on three sides with proper paint/indelible ink, the following:</p> <p>(i) Name of the Package (ii) Contract No. (iii) Supplier/Contractor's Name, and (iv) Packing list reference number.</p>
<b>GCC 24.1</b>	<p>The insurance coverage shall be in accordance with GCC Sub-Clause 24.1. For delivery of goods at site, the insurance shall be obtained by the Supplier/Contractor in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.</p>
<b>CC 26.2</b>	<p>Tests and Inspections of items specified in Section V, Schedule of Requirement, shall be carried out at the following times or milestones, and places :</p> <p>Goods: All equipment/material under the contract.  Type of test: Conformity with Specification  Time or Milestone: Before despatch at the Supplier/Contractor/Manufacturer's premises and if consider required by the Purchased at the final destination and/or at any other place based on requirement.  Place: _____  Address: _____  Country _____</p>
<b>GCC 27.1</b>	<p>The liquidated damage shall be 0.5% of the contract price per week or part thereof</p>
<b>GCC 27.1</b>	<p>The maximum amount of liquidated damages shall be 10% of Contract Price.</p>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be a minimum of twelve (12) months after the Goods or any portion thereof, as the case may be, have been delivered to and accepted at Aizawl, Mizoram.</p>

<b>GCC 28.5</b>	The Supplier/Contractor shall correct any defects covered by the Warranty within 14 days of being notified by the Purchaser/Employer of the occurrence of such defects
<b>GCC 30.1</b>	The amount of aggregate liability shall be 100% of Contract Price.

# Section VIII. Contract Forms

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### Agreement

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

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., \_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of \_\_\_\_\_ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
  - (b) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Schedule of Supply; and
  - (f) \_\_\_\_\_.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_ on the day, month and year indicated above.

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

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

## Performance Security

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

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

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

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

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

AND WHEREAS the undersigned \_\_\_\_\_, legally domiciled in \_\_\_\_\_, (hereinafter “the Guarantor”), have agreed to give the Supplier a security:

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

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Advance Payment Security

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

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

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

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

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

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_