



# **BIDDING DOCUMENT**

## **for**

# **Procurement of LED Street Lights**

## **VOLUME-I**

(Technical Bid)

**Issued on** : 4<sup>th</sup> December 2021

**Invitation for Bids No** : No. B. 11030/144 (Proc-Gen)/2018-ASCL/140

**Package No** : No.: MIZ-AIZ-048/LED-SL/15

**Employer** : AIZAWL SMART CITY LIMITED, AIZAWL

**State** : MIZORAM

**Country** : INDIA



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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, 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 Supply (SS). 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’s policy to require that Purchaser as well as Bidders 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;
  - 2.2 The Purchaser 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 to remedy the situation;

2.3 The Purchaser 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-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 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 as Engineer for the contract.

- 3.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser 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 is not part of the Bidding Document.

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

- 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 Bidding** 5.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will

**Document**

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 shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 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 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.
- 6.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 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 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, 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. The Technical Bids are evaluated by the Purchaser. 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. 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 in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
- 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. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. 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. 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 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 initialled by the person signing the Bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled 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 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 in accordance with ITB Sub-Clause 21.2.

18.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**19. Deadline for Submission of Bids**

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

19.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 The Purchaser 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 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 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 until the time of opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. If the Technical Proposal and the Price Proposal are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Proposal may be immediately resealed for later evaluation.

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 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 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 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. Bidders shall be given reasonable notice of the opening of Price Proposals.
- 21.6 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and return their Price Proposals unopened.
- 21.7 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Purchaser. 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 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 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 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 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 may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Proposals, in accordance with ITB Clause 25.
- 24. Responsiveness of Technical Proposal**
- 24.1 The Purchaser'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'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 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 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 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 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 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 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 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 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 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 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;**

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

**Technical  
Evaluation**

reservation.

- 27.2 The Purchaser 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 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 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 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 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'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 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 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 shall return the unopened Price Proposal to the Bidder.
- 31. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 31.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

## **F. Award of Contract**

- 32. Award Criteria**
- 32.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 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 shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 33. Purchaser's Right to Vary Quantities at Time of Award**
- 33.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 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**
- 34.1 Prior to the expiration of the period of bid validity, the

- Award**
- Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 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 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 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, 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.
- 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 may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: No. B. 11030/144 (Proc-Gen)/2018-ASCL/140 dated 02-12-2021
<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: Procurement of LED Street Light The identification number of the bidding process is: MIZ-AIZ-048/LED-SL/15
<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 17-12-2021 at 1:30 Pm at the above address.</p> <p>Requests for clarification should be received by the Employer no later than 7 (seven) days before the 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 7,11,000/-</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>	Supply, Installation and Commissioning of LED Street Light
<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: 23-12-2021  Time: 1: 00 Pm.
<b>ITB 27.1</b>	<b>The bid opening shall take place at:</b>  As at ITB 5.1 above.  Date: 23-12-2021  Time: 1: 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 5, Schedule of Supply, 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

Criteria		Compliance Requirements		
Requirement	Single Entity	Joint Venture		
		All Partners Combined	Each Partner	One Partner
Minimum average annual turnover of INR 356 lakh calculated as total certified payments received for contracts in progress or completed, within the last <b>three</b> years.	must meet requirement	must meet requirement	must meet not less than 25% of the requirement	must meet not less than 40% of the requirement

## 2.2. Contractual & Technical Experience

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

- Three similar contracts completed costing not less than **Rs 142 lakh** each.
- Two similar contracts completed costing not less than **Rs 213 lakh** each.
- One similar contract completed costing not less than **Rs 285 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 285 lakhs as below.

Criteria	Compliance Requirements			
	Single Entity	Joint Venture		
Requirement		All Partners Combined	Each Partner	One Partner
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 285 lakhs.	must meet requirement	must meet requirement	must meet not less than 25% of the requirement	must meet not less than 40% of the requirement

## 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.

*Dedicate line of credit or 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

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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 Supply, 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		
Contract No . . . . . of . . . . .	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Criteria 2.2 of Section 3		
Contractual Experience:	<p><b>Note:</b> <i>Bidder should demonstrate here the similar contractual experience as describe in criterion 2.2 of Section 3</i></p>	

**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)

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount</b>
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 SUPPLY**

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**I. List of Goods**

Item No.	Description of goods to be supplied, installed and commissioned.	Unit of Measurement	Quantity
1	Supply of maximum 30W (including all losses) LED street light Luminary with minimum system lumen output of 3600 lumens. Luminary should have Pressure Die Cast Housing with Toughened & shatter-proof quality built-in lens enhances safety. The luminary shall have aerated system lifetime of 50,000 burning hours and CCT of >5500K. The luminary shall have CRI of > 70. It should have IP 66 and IK 08 protection. System power factor shall be >0.95 and THD < 10%. Driver should have 440V Stress Voltage protection for 8 Hrs and High Cut off: 325V (+/- 15V) with Auto Restart technology. Fully Potted & Encapsulated driver. The luminary should have inbuilt surge protection of 4 KV and external upto 10KV. Operating voltage range should be of 140 - 270V. It should have serviceability Class B and Electrical Insulation Class I. Both luminary and driver should be BIS approved. Driver shall be of same manufacturer as of luminary and on each driver its part no., technical details and logo of luminary manufacture shall be embossed. LM 79 report and Type Test Certificate to be submitted for luminary and LM 80 report for LED source issued by LED manufacturer.	Nos.	6327
2	1Mtr Single arm pole bracket with all accessories	Nos.	6327
3	D-Clamp for Street Light Bracket complete with Nuts & Bolts (1 set=2Nos)	Set	12654
4	PVC Insulated Aluminium Cable, 2.5 sq.mm, 2 Core, conforming to IS: 1554-1 (1988), IS : 5831 (1984) or any amendments thereof.	Mtr	25308
5	Dismantling of old Street light luminaries with brackets (Removal & carriage of street lights) & installing, Testing and commissioning of street light with all accessories (Fixation & carriage of street lights)	No	6327

**II. Related Services with Completion Schedule**

Item No.	Description Related Services.	Delivery Schedule (Duration)	Location	Completion Date for Related Services
1	Supply, installation and Commissioning of the items at 5 at Sl. No. I above	6 months from the date of award of Contract	Aizawl	12 months from the date of award of Contract
2	Dismantling of old Street light luminaries with brackets (Removal & carriage of street lights) & installing, Testing and commissioning of New street light with all accessories (Fixation & carriage of street lights)	NA	Aizawl	12 months from the date of award of Contract

### III. Technical Specifications & Drawings

Main objective of this report is to analyse present Street Light system and up-gradation/ strengthening the Streetlight System to improve safety and security of people of Aizawl City. Advanced energy efficient LED Street light technologies of the modern era will streamline energy management process and shall make street light system more efficient. With these aspects in view, following objectives have been outlined for Aizawl City:

#### An increasing level of social and environmental responsibility

- Stronger interest in 'Energy Saving Solutions'
- No Harmful gases are released from street lights
- Energysaving

#### Improving 'quality of life' and 'wellbeing' considerations

- Enhanced comfort, safety and security
- Not just light on the road but better uniformity and aesthetic lightingsolutions
- Feeling of civic pride, belonging
- Enable high level of customer satisfaction and increased awareness.

### 4.1 Scope of Work: -

Under the Aizawl Smart city ABD Area, 6327 nos. LED street lights to be installed and Energy efficient LED street lights which will replace the old aged more energy consuming street lighting.

- LEDs have extremely long lives compared to conventional lamps.
- LED luminaries don't have filaments that can quickly burn out and they don't contain toxic chemicals like mercury, unlike traditional high-pressure sodium lamps or mercury-vapor lamps.
- LED luminaries can last 50,000 hours approx., also have reduced maintenance costs because of their long lives.
- LED luminaries produce less heat than other bulbs. As it provides more lumens per watt than conventional lamps.
- LEDs are suitable for places where replacing light bulbs is expensive, inconvenient or otherwise difficult.
- LEDs are highly energy efficient. While compact fluorescent lamps (CFLs) recently have been touted as the standard in green lighting, LEDs actually have double their energy efficiency.
- LED use 15 percent of the energy of an incandescent bulb while generating more light per watt. LEDs produce approx. 100 lumens per watt, traditional streetlights can only muster 58 lumens per watt.

- Energy efficient LED helps to reduce carbon emission.
- Better and smart services to citizens

### **5.1 LED Luminaire Standards: -**

- LED Luminaire shall be conformity to IS:10322/Part 5/Section 3/2012 latest and IS: 16107 (Part 2/Sec 1):2012 latest
- Photo biological safety of LEDs used shall be as per IS:16108/2012 (exempt group)
- Type-B Type of LED Luminaire as per the IS: 16107(Part-2/ Sec.-1)/2012
- Type-3 Type of LED Modules as per the IS: 16103(Part-2)/2012
- LED Rating/System Wattage/Rated Power will be 120 W and 90 W
- Luminaire System Efficacy (Lumen/watt) $\geq$  120 Lm/Watt
- Minimum IP 65 Ingress Protection (IP Rating) as per IS:10322 (Part 1):1982 latest
- Minimum Impact Protection (IK) is 08 (Body & Frame).
- 5(in years)Warranty for free replacement

### **Electrical Efficiency: -**

- Input operating Voltage range and frequency shall be 140 to 270 Volts AC at 50 Hz $\pm$ 2
- Automatic Higher Cut off voltage shall be above 300 volts
- Rated voltage shall be 230 V AC 50 Hz
- AC Power Factor at full load shall be  $\geq$  0.95
- Driver Efficiency (in %) shall be Upto 100W:  $\geq$ 85%, Above 100W:  $\geq$ 90%
- Total Harmonics Distortion shall be  $\leq$  10
- "The total circuit power shall not be more than 110 percent of the value declared by the manufacturer (as per Cl. 8 of IS: 16104:2012 latest)"

### **Optical: -**

- LED chip Efficacy  $\geq$ 130 Lm/Watt
- Colour temperature shall be 6000 $\pm$ 500K
- Working life for LED shall be Minimum 50,000 burning hours as per LM-80 and LM 21 reports
- Colour Rendering Index (CRI)  $\geq$ 70
- LED Beam Angle $\geq$ 120
- Optic lensmaterial (UV stabilised) shall be Poly carbonate lens

### **Thermal Management: -**

- Heat sink should be die-cast aluminium along with sufficient heat sink fins to dissipate heat effectively.
- Junction / Soldering point temperature shall not exceed 85 deg.c as per LM 80 report

- Capacitor shall be rated for a temperature of 105 deg. Celsius or better
- Operating temperature range shall be -20 deg. C to +50 deg. C
- Operating Humidity Range shall be 10 % to 95% RH

**Protection: -**

The Street light system shall have following protections

- Short circuit Protection
- Over load protection
- Over Voltage protection
- Reverse polarity
- High voltage test (1.5 KV for one minute between supply terminals and body of the unit)
- Insulation resistance between earth and current carrying part >100 M Ohm
- The luminaire shall be protected against surges and transients (Internal)  $\geq 4KV$
- The luminaire shall be protected against surges and transients of  $\geq 10KV$  (External)

**Constructional: -**

- The Luminaires casing/housing (single piece housing) shall be pressure die casted aluminium alloy with higher thermal conductivity
- The luminaire body must be corrosion resistant powder coated
- All fasteners must be of stainless steel
- Protection of the entire housing (both LED section and driver section) as per IS:10322 (Part 1):1982 latest shall be IP66
- Extruded silicon loop gasket shall be provided in the lantern body to ensure a weather proof seal between the UV Glass cover and the metal housing to exclude the entry of the dust, water, insects etc.,
- Luminaries light transparency should be of Toughened glass
- Toughened transparent glass cover thickness shall be  $\geq 5$  mm
- Toughened Glass shall not get discoloured shall not suffer degradation due to heat and ageing within warranty period
- Number of electronic control gear (power supplies) shall be 2 Nos.
- Light Source shall be SMD LED Chip as per LM 80/IS16106
- Driver components shall be industrial grade or above
- PCB shall be FR4 grade minimum 0.8 to 1.0 mm thick or more
- The Luminaires works on single phase three wires system (Phase, Neutral and Earth)
- Suitable connector shall be provided for LED connection between driver output and LED
- Length of ISI marked three core wire (shall be provided along with supply of material).

- Street light arm must be GI coated with one (1) mtr length and diameter of pipe is minimum 40mm and thickness 3.5mm.

**Marking: -**

The Outer Body of LED street lights shall have the following:

- "Manufactures Name and brand on the aluminium die cast body "
- Manufacturer's name, model number, serial number
- Date of manufacture (month-year), and lot number as identification mark inside each unit and the outside of each packaging box
- The operation characteristics voltage and power be marked inside of each LED luminaire unit
- Diameter of pole Luminaire suitable for: SP-35 & Sp-58.

**Reports And Certifications: -**

The LED street lights shall comply the following Tests:

- System must have EMI/EMC compliance as applicable (Test reports shall be furnish to the buyer / consignee on demand)
- LM 79 (Photometry) (Ref.IS:16106:2012) report from Central Government Lab /NABL/ILAC accredited lab. Reports shall furnish to ASCL. (LM-79 report shall have total lumen output, power, PF, Current in Amps, CRI & CCT etc.,)
- LM 80 & TM 21 (Ref. IS:16105:2012) Report and Photo biological report for LED report from Central Government Lab /NABL/ILAC accredited lab. Reports shall furnish to the ASCL. (LM-80 report shall have the Photo Biological report of the LED Chip being used in the luminaire)
- Availability of test Report from Central Government Lab /NABL/ILAC accredited lab to Indian Standard IS:10322/part 5/sec-3/2012 and IS 16107 (Part 2/Sec 1): 2012
- Seller shall furnish the Type test reports to the ASCL.
- DC or AC supplied electronic control gear for LED Module shall comply as per IS:15885 (Part 2/Sec.13)
- LED Luminaire for road and street lighting shall comply with Compulsory Registration (CRS) of BIS for safety as per IS 10322 (Part 5/Section 3): 2012 as applicable on date.

**5.1.8 Bracket & Clamps: -**

- All steel pipes & clamps shall be fabricated as per drawing having smooth edge, drilled circular/elliptical holes of suitable measurements. Total weight of pipe will be according to the length and dia of pipe (volume of cylinder formula).
- All structural steel members and bolts shall be galvanized as per IS:4759 and zinc coating shall not be less than 610gm/sq. meter for all structural steel members. All weld shall be 6mm filled

weld unless specified otherwise. All nuts and bolt shall be of property class 5.6 of IS 1367. Plain washers shall be as per IS 2016 and spring washers shall be IS:3063

**Note:** -

1. we are considering the Sp-35 poles and Led luminaire dimension for design purpose & reference purpose only. This needs to be changed in some locations and may be finalized at the time of site execution works.
2. The old street light luminaires with brackets shall be replaced with new 30W LED street lights and brackets in old poles.

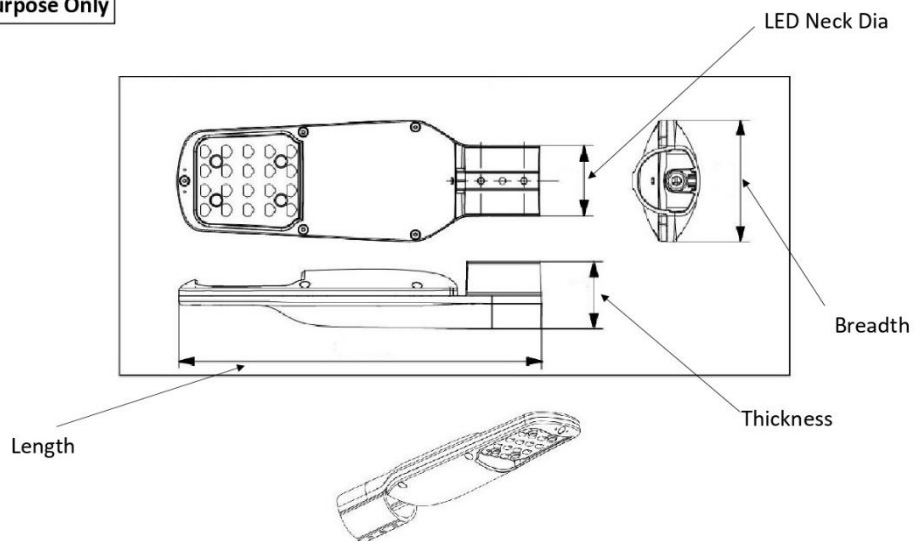
### **5.3 Road Lighting :-**

**TABLE 1:CLASSIFICATION OF LIGHTING INSTALLATION AND LEVELS OF ILLUMINATION, IS – 1944 (PART I & II)**

CLASSIFICATION OF LIGHTING INSTALLATION	Type of Road	Average Level of Illumination of Road surface	Ratio Minimum / Average Illumination	Transverse Uniformity Ratio=Minimum Illumination/Maximum Illumination	Type of Luminaire	
					Preferred	Permitted
Group A1	Important Traffic Routes carrying Fast Track	30	0.4	33	Cut - off	Semi cut - off
Group A2	Other Main Roads carrying mixed Traffic, like main city streets, arterialroads,throughways , etc.	15	0.4	33	Cut- off	Semi cut - off
Group B1	Secondary roads with considerable traffic like principal local traffic routes,shopping streets etc.	8	0.3	20	Cut - off Or Semi cut - off	Non cut-Off
Group B2	Secondary roads with light traffic	1	0.3	20	Cut – off Or Semi cut - Off	Non cut-Off

### 5.4 Design Standards Consider for LED Street Lights:-

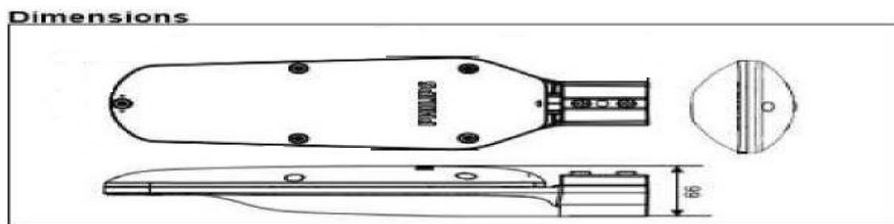
For Reference Purpose Only



Note:-The above drawing of LED is reference purpose only. The dimensions are finalized at the time of execution of works.

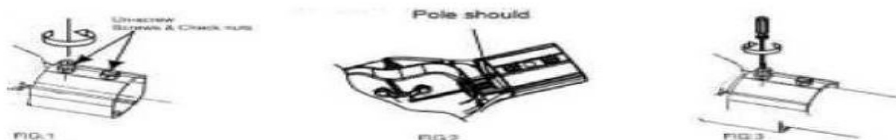
**Figure 1: LED Luminaire typical drawing**

### Mounting Instructions



#### Installation

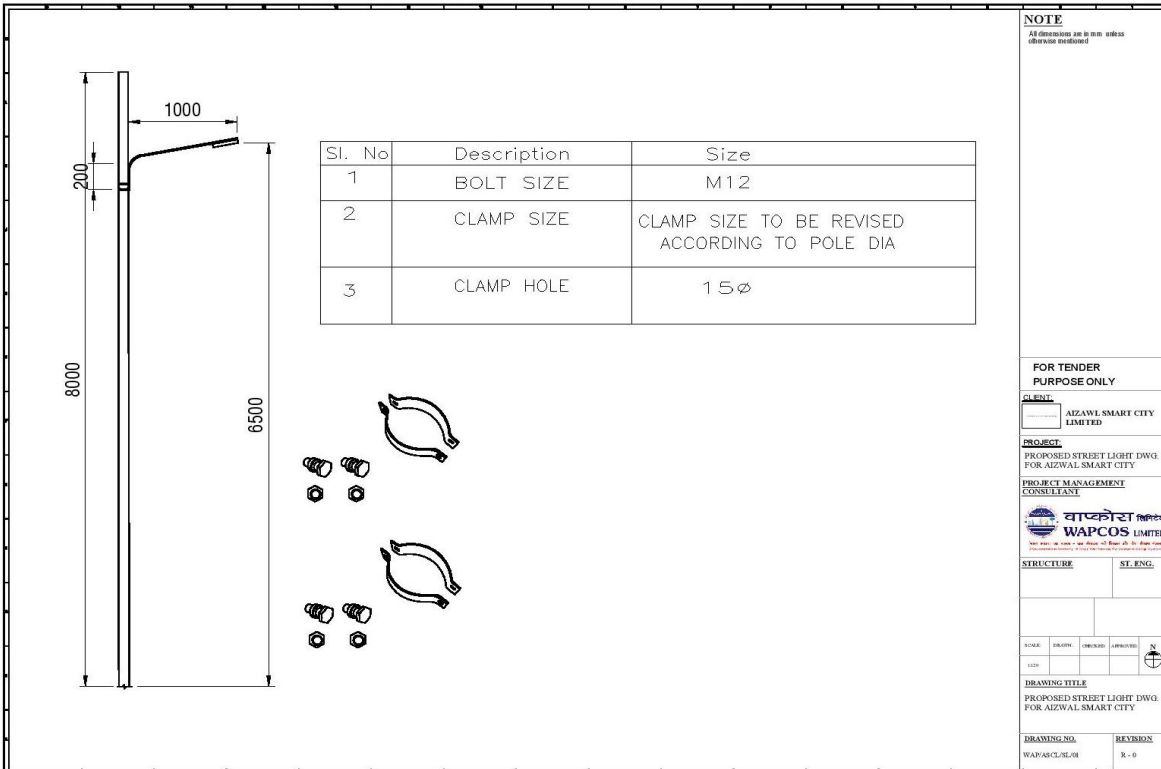
1. Connect the red wire to live, Black wire to Neutral and the Green-yellow wire to ground After joining Properly Insulate the wires using good quality Electrical insulation tape
2. Unfasten the Check nuts and loosen the mounting screws to the required height as per the pole size. [Fig 1]
3. Insert the pole up to the position shown in the drawing below (Fig 2)
4. Tighten both the mounting screws with tightening torque of 4Nm and then lighten the Check nuts fully [Fig 3].



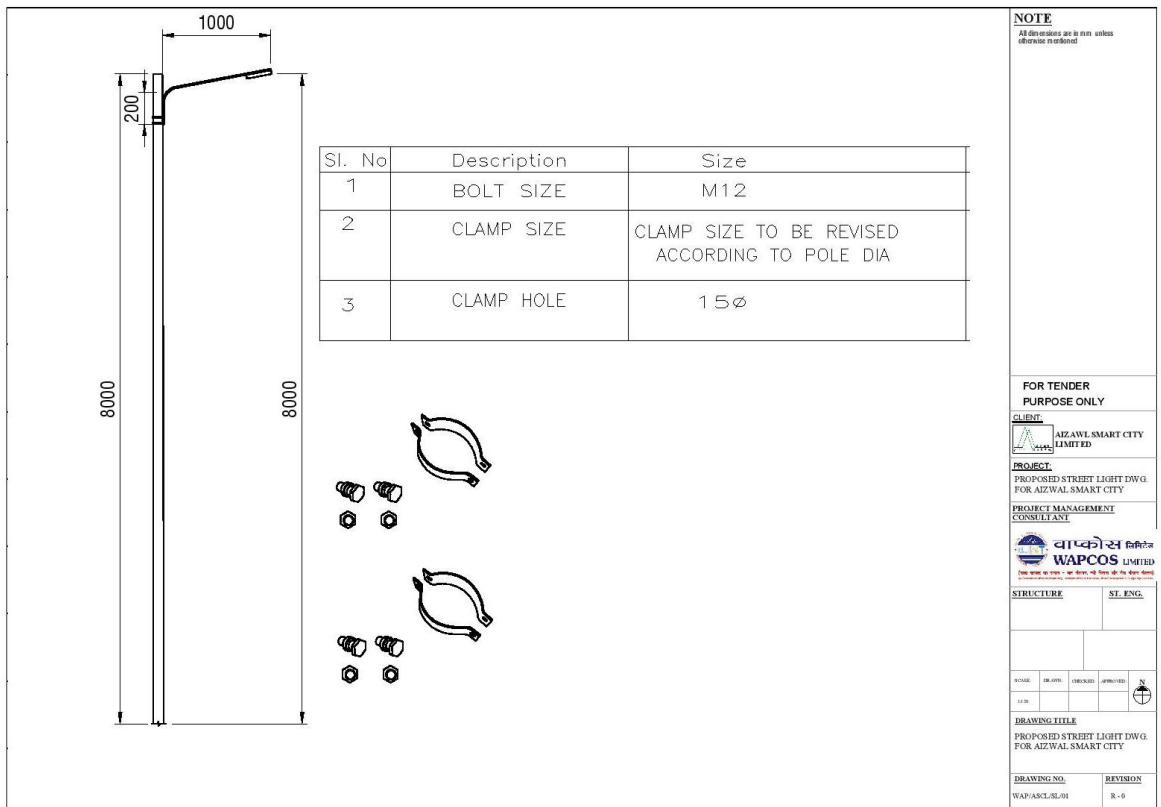
5. Ensure Earthing is connected.
6. Ensure 3 core CABLE for Connections(diameter 5-7mm)
7. Cable Entry gland should be property tightened
8. Product should be operated between 100-300V ac
9. Use Surge protection (upto 10kV) to protect against surges  
Use Type B+C surge type SPD in distribution box to arrest switching and lighting surges



**Figure 2: LED Street light mounting instructions**



**Figure 3: Proposed LED Street light drawing (6.5mtr mounting Height from Ground)**



**Figure 10: Proposed LED Street light drawing (8.0 mtr mounting Height from Ground)**

**5.4.1 Description (Luminaire Wattage-30 W):**

The below scheme calculation and design is for service roads and connecting roads to the main roads of Aizawl.

[Consider lighting installation and level of illumination-Group-B1(as per IS-1944)] (Luminaire wattage-30 W)

- Pole Height from Ground (H) = 6.5m (or) 8m
- Pole to Pole Spacing (S) = 25 m
- Width of Road (W) = 4m
- Overhang (O) =0.5 mtr
- Tilt 90=5 deg
- Arrangement=single sided
- Carriageway =Single carriage way
- Number of Lanes=2
- Lamp flux-1\*3390 lumens
- Luminaire Wattage-28.3 W
- Measurement code-Photometry
- The overall maintenance factor used for this project is 0.80

**5.4.2 Luminance: -**

- UI=0.80

**5.4.3 Glare: -**

- TI=3.1%

**5.4.4 Horizontal Illuminance: -**

- Eh Ave=13.0(Lux) [Achieved average illuminance Level >8 lx.(IS-1944)]
- Eh(Min/Max)=0.43[Achieved Uniformity (Min/Max) > 0.3(IS-1944)]
- Eh(Min/Ave)=0.62[Achieved Uniformity (Min/Avg) > 0.20 (IS-1944)]

**5.4.5 Light Output Ratios:**

- DLOR : 1.00
- ULOR : 0.00
- TLOR : 1.00
- Lamp Flux: 3390 lm
- Measurement code: Photometry

# 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, 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 as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (d) “Day” means calendar day.
  - (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
  - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) “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 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 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.
  - (m) “Supplier” means the natural person, private or government

entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

(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 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 were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Supplier having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;

The Purchaser may also sanction against the Supplier, 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 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 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 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 is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of India. A Supplier 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 Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If 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 are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of**
- 16.1 The Contract Price shall be paid as specified in the SCC.



## Payment

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

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

## 17. Taxes and Duties

17.1 For goods supplied, the Supplier 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, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## 18. Performance Security

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

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

18.3 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

## 19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## 20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other

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

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the 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 shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties,

responsibilities, or liability under the Contract.

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

## **22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 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 Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the 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 to deliver the goods to the final destination in time & in good condition.
- 26. Inspections and Tests**      26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Supply.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the 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 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 is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract. If such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and

Completion Dates and the other obligations so affected.

- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages**
- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty**
- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in 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 stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent  
Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the Goods.

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC

Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

30.1 Except in cases of gross negligence or willful misconduct :

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

### **31. Change in**

31.1 Unless otherwise specified in the Contract, if after the date of

**Laws and Regulations**

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 has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;



- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

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

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

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

#### **35. Termination**

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

- (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in 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 if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

### 35.3 Termination for Convenience

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

- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

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

## Section 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 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'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 and a Supplier, 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 supply shall be defined in Section V, Schedule of Supply.
<b>GCC 12.1</b>	Details of shipping and documents to be furnished by the Supplier shall be: Upon delivery of Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the purchaser: (a) 3 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) Delivery note, railway receipt, or truck receipt; (c) Manufacturer's or Supplier's warranty certificate; (d) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; (e) certificate of origin; and, (f) insurance Certificate;  The Purchaser shall receive the above documents before arrival of the Goods and, if not received, the Supplier will be responsible for any

	consequent expenses.
<b>GCC 15.2</b>	The price adjustment shall not be permitted.
<b>CC 16.1</b>	<p>(a) 10 percent of the contract cost as advance payment against Advance Payment Bank Guarantee of an equal amount. The Advance Payment Bank Guarantee shall be released/return to the Supplier on completion of Supply, Installation, Testing and Commissioning as certified by ASCL/PMC concerned Officials.</p> <p>(b) 70 percent of the contract cost on receipt of Equipment/Martial in good condition as certified by concern Official of Aizawl Smart City Limited.</p> <p>(c) 20 percent of the contract cost after successful installation of Equipment/Martial certified by concern Official of Aizawl Smart City Limited.</p>
<b>GCC 18.1</b>	<p>The Supplier 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>	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's warranty obligations in accordance with GCC Clause 28.3.
<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's Name, and (iv) Packing list reference number.</p>
<b>GCC 24.1</b>	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 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.

<b>CC 26.2</b>	<p>Tests and Inspections of items specified in Section V, Schedule of Supply, 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/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>	The liquidated damage shall be 0.5% of the contract price per week or part thereof
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be 10% of Contract Price.
<b>GCC 28.3</b>	The period of validity of the Warranty shall be a minimum of three (3) years after the Goods or any portion thereof, as the case may be, have been delivered to and accepted at Aizawl, Mizoram.
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within 14 days of being notified by the Purchaser 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 \_\_\_\_\_