

**SIPMIU URBAN DEVELOPMENT DEPARTMENT  
GOVERNMENT OF TRIPURA**

**NORTH EASTERN REGION CAPITAL CITIES DEVELOPMENT  
INVESTMENT PROGRAMME - Project 3**

**ADB Loan No. 3337-IND**

**Bidding Document**

**Procurement of Solid Waste Equipment**

**Contract No. AGT/SWM/NCB/SW-01(R-2) – Lot - A**

**Single-Stage, Two-Envelope Bidding Procedure under  
National Competitive Bidding**

**Volume – I  
(Technical Bid)**

**Issued by:**

**Project Director, SIPMIU,  
Urban Development Department,  
Government of Tripura,  
2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,  
Agartala- 799 007.**

# **Invitation for Bids**



## Invitation for Bids

<b>Date:</b>	<b>02.04.18.</b>
<b>Loan No. And Title:</b>	ADB Loan No 3337 - IND ( <b>Project – 3</b> ) NORTH EASTERN REGION CAPITAL CITIES DEVELOPMENT INVESTMENT PROGRAMME
<b>Contract No. and Title:</b>	<b>AGT/SWM/NCB/SW-01(R2) Lot - A</b> <b>Procurement of Solid Waste Equipment</b>
<b>Deadline for Submission of Bids:</b>	<b>17.05.18.</b>

1. India has received a Loan from the Asian Development Bank (ADB) towards the cost of the North Eastern Region Capital Cities Development Investment Program (Project-3). Part of this Loan will be used for payments under the contract named above. Bidding is open to bidders from eligible source countries of the ADB. This invitation for bids follows the General Procurement Notice for this project that appeared in the “ADB Business Opportunities” on 31st October 2011 .
2. The State Investment Program Management and Implementation Unit, Urban Development Department, Government of Tripura (The Purchaser) for **Procurement of Solid Waste Equipment for Agartala City, Tripura** , now invites sealed Bids from eligible Bidders i.e. Manufacturer With minimum of 10yrs in production and authorised dealers with minimum three (3) years experience in this field for **supply, delivery, testing and training but the goods offered shall be in production for at least last ten(10) years for:**

### Procurement of Primary collection Equipment

(i) Lot A:

Handcarts with 6 Bins	135 Nos
3 cum containers	64 Nos
1.1 cum containers	200 Nos

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Bidding on an item basis is not permitted. The equipment shall be delivered within a period of 7 (Seven) months.

3. National Competitive Bidding will be conducted in accordance with ADB's Single Stage Two Envelope Bidding procedure and is open to all bidders from eligible source countries.

4. Interested eligible bidders may obtain further information from the purchaser and inspect the Bidding Document at the address given below.

5. The Bidding Document in English language, may be purchased by interested Bidders by writing to the address below and upon payment of a nonrefundable fee of **INR. 5,000/- (Indian Rupees Five Thousand only) or equivalent amount in a freely convertible currency**, from the date of publication of the advertisement upto the last date of submission of Bids. Those who desire to receive the document by courier shall pay **INR 500/- (Indian Rupees Five Hundred only) extra for delivery within India**, The fee shall be paid in the form of demand draft favoring **Project Director SIPMIU, Agartala**. No liability will be accepted for loss or late delivery.

6. Bidders should satisfy the following qualification requirement :

- The supplier must be in the business for supply of particular equipment and or machine for at least last three years but the Goods offered shall be in production for at least last **ten** years.
- Manufacturers offering goods should have produced, in last ten years a minimum of
  - 500 units of Handcarts with 6 Bins for Lot A over the at least in last ten years.
  - 800 units of containers of similar capacity for Lot A over the at least in last ten years for each of the two items .
- Bidder's annual average turnover for the last three years shall be **INR 54.96 Million** equivalent amount in a freely convertible currency.
- Bidder's working capital should not be less than **INR 9.16 Million** equivalent amount in a freely convertible currency.
- Requirement regarding Litigation History as detailed at Section III of the Bid document

7. Bids must be delivered to the address below on all working days on or before **3.00 P.M. Indian Standard Time (IST) on 17.05.2018**. All bids must be accompanied by a Bid Security in the amount as specified in the Bidding Document (Data Sheet). Late bids shall summarily be rejected.

8. Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below immediately after bid submission. At the end of the evaluation of Technical Proposals purchaser will invite technically qualified bidders to attend the opening of the price proposal at the date and time determined.

9. Pre bid meeting shall be held in the office of the Project Director, SIPMIU at **03.00 P.M. (IST) on 17.04.2018**. Bidders are encouraged to participate in this meeting and it is desirable

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that bid documents are studied thoroughly before this meeting. Non-attendance at the pre- bid meeting will not be a cause for disqualification of a bidder.

10. **The Director / SIPMIU, Urban Development Department, Government of Tripura**, will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids.

11. Delivery Period: The equipment shall be delivered within a period of **7 (Seven) months for Lot A.**

**Office of the Project Director, SIPMIU,  
Urban Development Department,  
Government of Tripura,  
2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,  
Agartala- 799 007, Phone: 0381-2320174  
Email : [sipmiutripura@gmail.com](mailto:sipmiutripura@gmail.com)  
Web site : [www.tripura.nic.in](http://www.tripura.nic.in), [www.tenders.gov.in](http://www.tenders.gov.in)**

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**Section - I**  
**Instructions to Bidders**

# Section 1 - Instructions to Bidders

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## A. General

- 1. Scope of Bid**

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

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

  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the BDS has applied for or received financing (hereinafter called “funds”) from the Asian Development Bank (hereinafter called “ADB”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**

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

    - (a) defines, for the purposes of this provision, the terms set forth below as follows:

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

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

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

representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

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

**4. Eligible Bidders** 4.1

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

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

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

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

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms

of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or

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

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

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

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

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

**5. Eligible Goods and Related Services**

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

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

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

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

## B. Contents of Bidding Document

- 6. Sections of the Bidding Document** 6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB Clause 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
  - Section 2 Bid Data Sheet (BDS)
  - Section 3 Evaluation and Qualification Criteria (EQC)
  - Section 4 Bidding Forms (BDF)
  - Section 5 Eligible Countries (ELC)
- PART II Supply Requirements**
- Section 6 Schedule of Supply (SS)
- PART III Contract**
- Section 7 General Conditions of Contract (GCC)
  - Section 8 Special Conditions of Contract (SCC)
  - Section 9 Contract Forms (COF)
- 6.2 The Invitation for Bids (IFB) issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.
- 6.4 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.
- 7. Clarification of Bidding Document** 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 21 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.
- 8. Amendment of Bidding** 8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

**Document**

- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2

**C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two envelopes submitted simultaneously, one containing the Technical Bid and the other the Price Bid, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid submitted by the Bidder shall comprise the following:
- (a) Technical Bid Submission Sheet;
  - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;
  - (c) alternative Technical Bid, if permissible, in accordance with ITB 13;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;
  - (e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;
  - (f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
  - (g) documentary evidence in accordance with ITB 18 and ITB 32, that the Goods and Related Services conform to the Bidding Document;

- (h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
    - (i) any other document required in the BDS.
  - 11.3 The Price Bid submitted by the Bidder shall comprise the following:
    - (a) Price Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;
    - (b) alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB 13; and
    - (c) any other document required in the BDS.
- 12. Bid Submission Sheets and Price Schedules**
  - 12.1 The Bidder shall submit the Technical Bid Submission Sheet and the Price Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
  - 12.2 The Bidder shall submit, as part of the Price Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.
- 13. Alternative Bids**
  - 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
  - 14.1 The prices and discounts quoted by the Bidder in the Price Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
  - 14.2 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 33.3.
  - 14.3 The price to be quoted in the Price Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Price Bid Submission Sheet may result in the rejection of the Bid.
  - 14.4 The Bidder shall quote discounts and the methodology for their application in the Price Bid Submission Sheet.
  - 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

- 14.6 Prices proposed in the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate, as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
- (a) for Goods offered from within the Purchaser's country:
    - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;
    - (ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
    - (iii) the total price for the item.
  - (b) for Goods offered from outside the Purchaser's country:
    - (i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;
    - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and
    - (iii) the total price for the item.
  - (c) for Related Services whenever such are specified in the Schedule of Supply:
    - (i) the local currency cost component of each item comprising the Related Services; and
    - (ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 32. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, but a Bid submitted with no indexes identified in the Tables of Adjustment Data, price adjustment shall be treated as zero for the purpose of price adjustment during the performance of the contract.
- 14.8 If so indicated in ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages).



Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their Price Bids the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the Price Bids for all lots are submitted and opened at the same time.

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| <b>15. Currencies of Bid</b>   | 15.1 | <p>Bid prices shall be quoted in the following currencies:</p> <ul style="list-style-type: none"> <li>(a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser’s country.</li> <li>(b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser’s currency.</li> </ul> |
| <b>16. Documents Establishing the Eligibility of the Bidder</b>  | 16.1 | <p>To establish their eligibility in accordance with ITB 4, Bidders shall</p> <ul style="list-style-type: none"> <li>(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and</li> <li>(b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.</li> </ul>                     |
| <b>17. Documents Establishing the Eligibility of Goods and Related Services</b>                            | 17.1 | <p>To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).</p>  |
| <b>18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document</b> | 18.1 | <p>To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Technical Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Schedule of Supply).</p>  |
|  | 18.2 | <p>The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if</p>  |

- applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 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 3 (Evaluation and Qualification Criteria).
- 19.2 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 4 (Bidding Forms) to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.
- 19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
- 20. Period of Validity of Bids**
- 20.1 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.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 21. Bid Security/ Bid-Securing Declaration**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

- 21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
  - (b) an irrevocable letter of credit, or
  - (c) a cashier's or certified check,
- all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.
- 21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 46.
- 21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required performance security.
- 21.7 The bid security may be forfeited or the Bid-Securing Declaration executed,
- (a) if a Bidder withdraws its bid during the period of bid validity as specified by the Bidder on the Technical Bid Submission Sheet, except as provided in ITB 20.2; or
  - (b) if the successful Bidder fails to
    - (i) sign the Contract Agreement in accordance with ITB 45;
    - (ii) furnish a performance security in accordance with ITB 46; or
    - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

**22. Format and Signing of Bid**

- 22.1 The Bidder shall prepare one original set of the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark each “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit copies of the Technical Bid and the Price Bid, in the number specified in the BDS and clearly mark them “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 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. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.
- 22.3 Any amendments such as 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**

**23. Sealing and Marking of Bids**

- 23.1 Bidders may submit their bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID”, “ORIGINAL - PRICE BID” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID”, as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 to ITB 23.6.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 23.2 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 24.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS.
- 23.3 The outer envelopes and the inner envelopes containing the Technical Bids shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with ITB 27.1.
- 23.4 The inner envelopes containing the Price Bids shall bear a warning not to open until advised by the Purchaser in accordance with ITB 27.2.
- 23.5 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.
- 23.6 Alternative Bids, if permissible in accordance with ITB 13, shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB 22 and ITB 23, with the inner envelopes marked in addition "ALTERNATIVE NO...." as appropriate
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 22 and ITB 23 (except that withdrawal notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification," and

- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.
- 26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Technical Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
  - 27.1 The Purchaser shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidder's designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.
  - 27.2 The Price Bids will remain unopened and will be held in custody of the Purchaser until the time of opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. If the Technical Bid and the Price Bid are submitted together in one envelope, the Purchaser may reject the Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
  - 27.3 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
  - 27.4 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 27.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
  - 27.5 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 27.2.
  - 27.6 All other envelopes holding the Technical Bids shall be opened one

at a time, and the following read out and recorded

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

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

- 27.7 The Purchaser shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 27.8 At the end of the evaluation of the Technical Bids, the Purchaser will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Purchaser. Bidders shall be given reasonable notice of the opening of Price Bids.
- 27.9 The Purchaser will notify Bidders in writing who have been rejected on the grounds of being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 27.10 The Purchaser shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Purchaser. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 27.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded
  - (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the Bid Prices, including any discounts and alternative offers;

and

- (d) any other details as the Purchaser may consider appropriate.

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

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

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

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
- 28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 28.2, from the time of opening the Technical Bids to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 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 with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Price Bids, in accordance with ITB 36.
- 29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.



- 30. Deviations, Reservations, and Omissions**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Document;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 31. Examination of Technical Bids**
- 31.1 The Purchaser shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.4 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Technical Bid Submission Sheet in accordance with ITB 12.1;
  - (b) written confirmation of authorization to commit the Bidder;
  - (c) bid security or Bid-Securing Declaration, if applicable; and
  - (d) Manufacturer’s Authorization, if applicable.
- 32. Responsiveness of Technical Bid**
- 32.1 The Purchaser’s determination of a Technical Bid’s responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.
- 32.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) If accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or
    - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Bids.
- 32.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not

- subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 33. Nonmaterial Nonconformities**
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the Bid that does not constitute a material deviation, reservation, or omission.
- 33.2 Provided that a Technical Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 33.3 Provided that a Technical Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Bids, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Purchaser shall return the unopened Price Bid to the Bidder.
- 35. Examination of Price Bids**
- 35.1 Following the opening of Price Bids, the Purchaser shall examine the Price Bids to confirm that all documents and financial documentation requested in ITB 11.5 have been provided, and to determine the completeness of each document submitted.
- 35.2 The Purchaser shall confirm that the following documents and information have been provided in the Price Bid. If any of these documents or information is missing, the offer shall be rejected:
- (a) Price Bid Submission Sheet in accordance with ITB 12.1; and
  - (b) Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15.
- 36. Correction of Arithmetical Errors**
- 36.1 During the evaluation of Price Bids, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity,

- the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 36.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison of Price Bids, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rates established by the source and on the date specified in the BDS.
- 38. Margin of Preference**
- 38.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 39. Evaluation of Price Bids**
- 39.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodology shall be permitted.
- 39.2 To evaluate a Price Bid, the Purchaser shall consider the following:
- (a) the bid price as quoted in accordance with ITB 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
  - (d) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and
  - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 37.
- 39.3 The Purchaser's evaluation of a bid will exclude and not take into account,
- (a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract

- is awarded to the Bidder;
- (b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and
  - (c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 39.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Price Bid Submission Sheet, is as specified in Section 3 (Evaluation and Qualification Criteria).
- 40. Comparison of Bids** 40.1 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 39.
- 41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## F. Award of Contract

- 42. Award Criteria** 42.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
- 42.2 A Bid shall be rejected if the qualification criteria as specified in Section 3 (Evaluation and Qualification Criteria) are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
- 43. Purchaser's Right to Vary Quantities at Time of Award** 43.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
- 44. Notification of Award** 44.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 44.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding. The Purchaser will publish in an English language newspaper or well-known freely accessible website the

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

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

**45. Signing of Contract**

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

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

**46. Performance Security**

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

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

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**Section - II**  
**Bid Data Sheet**

## Section II. Bid Data Sheet

<b>A. Introduction</b>							
<b>ITB 1.1</b>	The number of the Invitation for Bids is : <b>AGT/SWM/NCB/SW-01(R2) – Lot-A.</b>						
<b>ITB 1.1</b>	The Purchaser is: <b>The State Investment Program Management and Implementation Unit (SIPMIU), Urban Development Department, Government of Tripura</b>						
<b>ITB 1.1</b>	<p>The name of the NCB is: <b>Procurement of Solid Waste Equipment</b> through National Competitive Bidding.</p> <p>The identification number of the NCB is <b>AGT/SWM/NCB/SW-01 (R2) – LOT- A</b></p> <p>The number and identification of lots comprising this is : 1 (One )</p> <p style="text-align: center;"><b>Procurement of Primary collection Equipment</b></p> <p style="text-align: center;">Lot A:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">Handcarts with 6 Bins</td> <td>135 Nos</td> </tr> <tr> <td>3 cum containers</td> <td>64 Nos</td> </tr> <tr> <td>1.1 cum containers</td> <td>200 Nos</td> </tr> </table>	Handcarts with 6 Bins	135 Nos	3 cum containers	64 Nos	1.1 cum containers	200 Nos
Handcarts with 6 Bins	135 Nos						
3 cum containers	64 Nos						
1.1 cum containers	200 Nos						
<b>ITB 2.1</b>	The Borrower is: <b>INDIA</b>						
<b>ITB 2.1</b>	The name of the Project is: <b>NORTH EASTERN REGION CAPITAL CITIES DEVELOPMENT INVESTMENT PROGRAMME – Project 3</b>						

<b>B. Bidding Document</b>	
<b>ITB 7.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Purchaser's address is:</p> <p><b>Attention</b> : <b>Project Director, SIPMIU</b>  <b>Address</b> : <b>Office of the Project Director, SIPMIU,                      Urban Development Department                      Government of Tripura,                      2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,                      Agartala- 799 007, Phone: 0381-2320174</b></p> <p><b>Email</b> : <b><u>sipmiutripura@gmail.com</u></b>  <b>Web site</b> : <b><u>www.tripura.nic.in, www.tenders.gov.in</u></b>  <b>Country</b> : <b>India</b></p> <p><b>Requests for clarification should be received by the Employer no later than: 07.05.18</b></p>
<b>ITB 7.1</b>	<p>A pre bid meeting shall be held : Yes</p> <p>Pre bid meeting shall be held in the office of the Project Director, SIPMIU at <b>3.00 PM (IST) 17.04.2018.</b></p>

<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <b>English</b>
<b>ITB 11.4 (i)</b>	<p>The Bidder shall submit with its Technical Proposal the following additional documents:</p> <p>It's supply record specifically mentioning, Name and country of the Purchaser, number of equipment supplied during the last 10 years, its model no., year of supply &amp; performance certificate from at least 20% of them (Previous Purchaser). Catalogue and descriptive literature of the equipment of equipment. Recommended preventive maintenance check list (daily, 2500 hourly, 10,000 hourly and 25,000 hourly schedule) including lubrication schedule.</p> <p>The list of Supplier's recommended spare parts for specific operating requirement of each equipment.</p> <p>Manufacturer's Authorisation from the manufacturer(s) of equipment</p>
<b>ITB 11.5 (c)</b>	<p>The Bidder shall submit with its Price Proposal the following additional information:</p> <p>The prices for Supplier's recommended spare parts for specific operating requirement of each equipment, which however, shall not be considered for bid evaluation.</p>



<b>ITB 13.1</b>	<b>Alternative Bids <i>shall not be permitted</i></b>
<b>ITB 14.5</b>	The Incoterms (International Chamber of Commerce) edition is: <b>Incoterms 2010</b>
<b>ITB 14.6 (b) (i)</b>	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: <b>"CIP AGARTALA, TRIPURA, INDIA"</b>
<b>ITB 14.6 (b) (ii)</b>	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: <b><i>Not required</i></b>
<b>ITB 14.7</b>	The prices quoted by the Bidder shall be : <b><i>Fixed</i></b>
<b>ITB 15.1 (a)</b>	The currency of the Bid shall be: Currency of the Bidder's home country/ <b>US Dollar</b>
<b>ITB 19.2</b>	The Bidder shall be required to include with its Bid, documentation from the Manufacturer of the Goods that it has been duly authorized to supply, in the Purchaser's country, the Goods indicated in its Bid. The letter of authorization should be on the letter head of the manufacturer & should be signed by a person with proper authority to sign. ( manufacturer's authorization certificate for dealership.).
<b>ITB 20.1</b>	The bid validity period shall be <b>120 days</b> .
<b>ITB 21.1</b>	A Bid Security: <b>shall be required</b> . The amount and currency of the bid security of <b>INR 0.37 Million..</b> Reserve Bank of India's exchange selling rate 28 days' prior to the bid submission date will be used for calculating the bid security values. If any bidder intends to participate in more than one lot, the bid security amount shall be the summation of bid security amount for those lots for which the bidder intends to bid. The Bid security shall be denominated in Indian Rupees or an equivalent amount in a Freely convertible currency and shall be valid upto 28 days after expiry of Bid validity period.(With extended Validity of total 148 days)

<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	In addition to the original of the Bid, the number of copies is: <b>ONE (1)</b>
<b>ITB 22.2</b>	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of either of the following: (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), (c) Letter of Authorization, written on the Bidder's letterhead, in case the Bidder is a partnership, sole proprietorship or a joint venture

ITB 23.1	Bidders <b>shall not have</b> the option of submitting their bids electronically
ITB 23.2 (c)	The identification of this bidding process is: <b>Procurement of Solid Waste Equipment</b> <b>AGT/SWM/NCB/SW-01 (R2) – LOT- A.</b>
ITB 24.1	For <b>bid submission purposes</b> only, the Purchaser’s address is : Attention : <b>Project Director, SIPMIU</b> Address: : <b>Office of the Project Director, SIPMIU,                  Urban Development Department,                  Government of Tripura,                  2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,                  Agartala- 799 007, Tripura. Country : India</b>
ITB 24.1	The deadline for bid submission is: <b>17.05.2018</b> . Time: <b>3.00 P.M.</b> (Indian Standard Time)

ITB 27.1	<p>The bid opening shall take place at:                  Address: <b>Office of the Project Director, SIPMIU,                  Urban Development department,                  Government of Tripura,                  2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,                  Agartala- 799 007, Tripura Country : India</b></p> <p>Date &amp; Time: Immediately after the bid submission deadline ie.<b>17.05.2018 at 3.00 PM.</b></p>
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<b>E. Evaluation, and Comparison of Bids</b>	
ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Indian Rupees</b></p> <p>The source of exchange rate shall be: <b>Reserve Bank of India</b></p> <p>The date for the exchange rate shall be: <b>28 days before the deadline for submission of Bid.</b></p>
ITB 35.1	A margin of preference: Shall not apply.
<b>F. Award of Contract</b>	
ITB 41.1	<p>The percentage by which quantities may be increased is: 20%</p> <p>The percentage by which quantities may be decreased is: 20%</p>

**Section - III**  
**Evaluation and Qualification Criteria**

## **Section – III**

### **Evaluation Criteria**

#### **1. SCOPE**

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

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the Ex-Works premises, or port of entry, or border point to Project Site as defined in Section VI, Schedule of Supply, shall be quoted in the price schedule for Related Services to be offered from outside and within the Purchaser's country provided in Section IV, Bidding Forms. These costs will be taken into account during bid evaluation. If a Bidder fails to include such cost in its Bids, then these costs will be estimated by the Purchaser on the basis of the published tariff by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF price.

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

Pursuant to Sub-Clause 31.3 of the Instructions to Bidders, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial non conformities 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

#### **2. MULTIPLE CONTRACTS**

Goods are grouped in lots. If a bidder submits bids for multiple lots, the technical evaluation will also include an assessment of the Bidder's capacity to meet the aggregated qualifying requirements relating to financial situation and availability of financial resources. The bidder will also have to meet the Supplier's Contractual Experience and Manufacturer's Performance and Productivity for the lots being bid. During price evaluation, pursuant to sub-clause 36.6 of the Instructions to Bidders, the Purchaser will evaluate and compare bids on the basis of a lot, or a combination of lots, or as a total of lots in order to arrive at the least cost combination for the Purchaser by taking into account discounts offered by bidders in case of award of multiple contracts.

#### **3. TECHNICAL CRITERIA**

The bidders must comply all the technical specification mentioned in Part 2 Section VI, Schedule of Supply. These criteria will be evaluated on a pass-fail system, with a minimum acceptable level for each criteria enumerated. Bids offering equipment with Capacity, Gross Vehicular Weight (GVW) and engine rating/Horse power lower than the minimum specified values or a size lower than those specified shall be rejected. However, a minor deficiency in technical compliance will not be cause for rejection of the Bid.

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section VI, Schedule of Supply shall be evaluated on the basis of the highest price quoted for the same item by the other Bidders.

#### **4. ECONOMIC CRITERIA**

The economic criteria, as specified herein below, shall be considered for evaluating Bids:

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

Deviations from the Terms of Payment as specified in Special Conditions of Contract, Sub-Clause 16.1, are not permitted.

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

Bids offering delivery schedules other than that stated in Section VI, Schedule of Supply of the bid document, shall be rejected.

#### **4.3 Operating and Maintenance Cost**

Total fuel cost for the Equipments' operation for 7 years after acceptance by the Purchaser/Agartala Municipal Corporation will be taken in to consideration. Fuel cost will be calculated on the basis of fuel requirement for 60 kilometer run per day for Electric / Battery driven vehicles (Lot B), 4 wheeler auto tripper (Lot-C), Three wheeler auto tripper (Lot D) vehicles for primary waste collection, for a period of 7 years (one year will be equal to 365 days).

The bidder shall quote guaranteed average fuel consumption at rated pay load required for satisfactory operation of the equipment and labour required for operation of each equipment.. He shall furnish document showing actual figure of performance test (routine or type) carried out at factory in support of the guaranteed fuel consumption figures quoted.

All the cost will be calculated on present day value (cost of fuel of Agartala, Tripura on Financial Bid Opening date ( rate of labour will be calculated on the basis of average Salary of permanent staff of AMC, operating similar type of vehicles).

The rate at ten (10) percent per annum shall be used to discount to present value all annual future costs calculated for the period specified in (i). The cost shall be considered for evaluation on net present worth basis. The cost quoted by the contractor will be reduced to net present worth by using following formula:

$$C = P (1+r)^n, \text{ Where}$$

C = Fuel consumption cost and labour cost

P = Net present worth

r = Rate of interest @ 10% = 0.10

n = Number of years 7 years (after the contractual completion period for the Works).

#### **5. MARGIN OF PREFERENCE**

Not applicable.

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## Qualification Criteria

### **6. The bidders will be qualified on the basis of following criteria:**

The Bids shall be examined for Supplier / Manufacturer experience followed by Manufacturer's productivity. Bids fulfilling the above two criteria shall be examined for financial criteria.

#### **6.1 Supplier's Contractual Experience**

The supplier must be in this business (supply of the particular Equipment and or machine) for at least last three years (must be supported by documents) but the Goods offered by the Supplier shall be in production for at least last ten years.

#### **6.2 Manufacturer's Performance and Productivity**

Manufacturers offering Goods must fulfill the following criteria.

Manufacturers offering goods should have produced at least in last ten years a minimum of

- 500 units of Handcarts with 6 Bins at least in last ten years.
- 800 units of containers of similar capacity at least in last ten years for each of the two items.

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## **Financial Criteria:**

**(a) Financial situation :** The Bidder is to submit in English language audited statements of accounts for the last three (3) years, along with its bid. Where the bidder is not from India, and his country does not require a compulsory audit, in lieu of audited accounts and certificates the Bidder may submit accounts certified by a registered accountant supported by copies of tax returns. The bidder's audited balance sheets for the last three years, or if audit is not required by the country of the Bidder, Balance Sheets certified by a Registered Accountant, supported by copies of tax returns, for the last three years must demonstrate the soundness of the Bidder's financial position. The Bidder's average annual turnover for the last three (3) years shall be as given below:

- Bidder's annual average turnover for the last three years shall be **INR 54.96 Million**, equivalent amount in a freely convertible currency .
- In the event the Purchaser notes consistent losses or the risk of insolvency in the Bidder's audited statement, the Bidder may be disqualified. Where necessary the Purchaser will make enquiries with the Bidder's Bankers.

**(b) Availability of Financial Resources :** The Bidder shall submit documentary evidence from the Bank or other financial institutions as on last day of the last 3 financial years and on the last day of bid submission to demonstrate that it has access to or has available financial means sufficient to meet the contract requirements as stated below:

- Bidder's working capital should not be less than **INR 9.16 Million**, equivalent amount in a freely convertible currency. The bidder shall submit documentary evidence to demonstrate that it has access to or has available financial means i.e bidders has to submit the certificate from Lead Bank or Financial Institutions regarding Fund based and Non-Fund based limits indicating the forms of margin i.e Fixed Deposit or Short Term Deposit and utilization as on last day of the last 3 financial years and on the last day of bid submission sufficient to meet the contract requirements as indicated in the above table.

## **(c) Litigation History**

Even though the applicant meets all the qualifying criteria, he is subject to be disqualified if he has:

- Bidders are required to submit details of all litigation, arbitration and other claims, whether pending, threatened or resolved in the last five years, with the exception of immaterial claims with a cumulative possible impact of not more 10% of the Bidder's net worth. The Purchaser may disqualify bidders in the event that the total amount of pending or threatened litigation, arbitration or other claims represent more than 50% of the bidder's net worth.
- Made misleading or false representation in the forms, statements, and attachments submitted;





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**Section - IV**  
**Bidding Forms**

## Section IV. Bidding Forms

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*The Bidder must accomplish the Technical Bid Submission Sheet on its letterhead clearly showing the bidder's complete name and address. ....3*

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**The bidder shall for each manufacturer fill up the following details of equipment for each Lot .....19**

## Technical Bid Submission Sheet

**-- Note --**

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

Date: \_\_\_\_  
NCB No.: AGT/SWM/NCB/SW-01(R2) – LOT- A  
Invitation for Bid No.: **AGT/SWM/NCB/SW-01(R2)**

To:

**Project Director, SIPMIU  
Office of the Project Director, SIPMIU,  
Urban Development Department,  
Government of Tripura,  
2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,  
Agartala- 799 007  
India**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders (ITB) Clause 8. \_\_\_\_\_
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services. \_\_\_\_\_
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2. \_\_\_\_\_.
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Document.
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the ADB, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].<sup>1</sup>

<sup>1</sup> Use one of the two options as appropriate.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Price Bid Submission Sheet

**-- Note --**

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

Date: \_\_\_\_\_  
NCB No.: AGT/SWM/NCB/SW-01(R2) – LOT -A  
Invitation for Bid No.: **AGT/SWM/NCB/SW-01(R2)**

To:  
**Project Director, SIPMIU  
Office of the Project Director, SIPMIU,  
Urban Development Department,  
Government of Tripura,  
2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,  
Agartala- 799 007  
India**

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

## Bid Security

Input of information to be completed by the Bidder

Date: \_\_\_\_\_  
NCB No.: **AGT/SWM/NCB/SW-01(R2) – Lot-A**

To:  
**Project Director, SIPMIU**  
**Office of the Project Director, SIPMIU,**  
**Urban Development Department,**  
**Government of Tripura,**  
**2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,**  
**Agartala- 799 007**  
**India**

Whereas \_\_\_\_\_  
(hereinafter called “the Bidder”) has submitted its Bid dated \_\_\_\_\_ for NCB No. \_\_\_\_\_  
for the supply of \_\_\_\_\_ hereinafter called “the Bid.”

KNOW ALL PEOPLE by these presents that WE (insert the name of the bank issuing the Bid Security) of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called “the Guarantor”), are bound unto \_\_\_\_\_ (hereinafter called “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 20.2; 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 formal Contract; or
  - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
  - (c) accept the correction of its Bid by the Purchaser, pursuant to ITB Clause 31.

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 **[ insert complete name of the person signing the Bid]**  
In the capacity of **[ insert legal capacity of person signing the Bid]**  
Signed **[ insert signature of person whose name and capacity are shown above]**  
Duly authorized to sign the Bid for and on behalf of **[insert complete name of Bidder]**  
Date **[ insert date of signing the Bid]**



## Manufacturer's Authorization

Date: \_\_\_\_\_  
NCB No.: **AGT/SWM/NCB/SW-01(R2)- Lot -A**

To,  
**Project Director, SIPMIU**  
**Office of the Project Director, SIPMIU,**  
**Urban Development Department,**  
**Government of Tripura,**  
**2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,**  
**Agartala- 799 007**  
**India**

WHEREAS [ **insert complete name of the Manufacturer**] who are official manufacturers of [ **insert name of the Goods**] having factories at [ **insert full address of Manufacturer**] do hereby authorize [ **insert the complete name of the Bidder**] 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 [ **insert name and brief description of the Goods**] and to subsequently negotiate and sign the Contract.

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

We also guarantee availability of spares for the model of the equipment for a period of 15 years from the date of supply.

Name [ **insert complete name of the person signing the Authorisation**]

In the capacity of [ **insert legal capacity of person signing the Authorisation**]

Signed [ **insert signature of person whose name and capacity are shown above**]

Duly authorized to sign the Bid for and on behalf of [ **insert complete name of Manufacture**]

Date [ **insert date of signing the Bid**]

### **Bidders 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. If the bidding was preceded by a prequalification process then the forms included in this section and used earlier during the prequalification process need to be completed only if the information submitted at the time of prequalification requires updating.

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

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</li> <li><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 16.1.</li> <li><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li> <li><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</li> </ul>	

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

Each member of a JV must fill in this form

<b>JV Information</b>	
<b>Bidder's legal name</b>	
<b>JV Partner's legal name</b>	
<b>JV Partner's country of constitution</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)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 16.1.</p> <p><input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

**Form LIT - Pending Litigation**

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

<b>Pending Litigation</b>			
<input type="checkbox"/> <b>No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)</b>			
<input type="checkbox"/> <b>Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)</b>			
Year	Matter in Dispute	Value of Pending Claim in INR	Value of Pending Claim as a Percentage of Net Worth

**Form FIN - 1: Financial Situation**

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

<b>Financial Data for Previous 3 Years [INR]</b>		
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>

**Information from Balance Sheet**

<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</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.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - 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: Average Annual Turnover**

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

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

**Average Annual Turnover**

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 contracts in progress or completed in INR.

**Form FIN – 3: Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

<b>Financial Resources</b>		
<b>No.</b>	<b>Source of financing</b>	<b>Amount (INR)</b>
1		
2		
3		



**Form FIN- 4: Current Contract Commitments**

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Current Contract Commitments</b>					
	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [INR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR]
1					
2					
3					
4					
5					

### Supplier's Contractual Experience

The supplier must be in this business (supply of the particular Equipment and or machine) for at least last three years (must be supported by documents). Goods offered by the Supplier shall be in production for at least last ten years.

**The bidder /supplier shall for each manufacturer fill up the following details of equipment for each Lot**

Year	Products handled	Number of years the Manufacturer is in production for the particular equipment

**Manufacturer’s Performance and Productivity**

Manufacturers offering Goods must full fill the following criteria.

Manufacturers offering goods should have produced at least in last ten years a minimum of

- 500 units of Handcarts with 6 Bins for Lot A at least in last ten years.
- 800 units of containers of similar capacity for Lot A at least in last ten years for each of the two items.
- 90 units of Electric/battery driven vehicles with tipping arrangement of similar capacity for Lot B at least in last ten years.

**The bidder shall for each manufacturer fill up the following details of equipment for each Lot**

Manufacturer	Equipment	Number of machines /equipment produced	Year wise distribution

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**Section -V**  
**Eligible Countries**

**SECTION V. ELIGIBLE COUNTRIES**  
**LIST OF ELIGIBLE MEMBER COUNTRIES**  
**OF THE**  
**ASIAN DEVELOPMENT BANK**

1.	AFG	Afghanistan	35.	FSM	Micronesia, Federal States of
2.	ARM	Armenia	36.	MON	Mongolia
3.	AUS	Australia	37.	MYA	Myanmar
4.	AUT	Austria	38.	NAU	Nauru, Republic of
5.	AZE	Azerbaijan	39.	NEP	Nepal
6.	BAN	Bangladesh	40.	NET	Netherlands
7.	BEL	Belgium	41.	NZL	New Zealand
8.	BHU	Bhutan	42.	NOR	Norway
9.	BRU	Brunei Darussalam	43.	PAK	Pakistan
10.	CAM	Cambodia	44.	PAL	Palau
11.	CAN	Canada	45.	PNG	Papua New Guinea
12.	PRC	China, People's Republic of	46.	PHI	Philippines
13.	COO	Cook Islands	47.	POR	Portugal
14.	DEN	Denmark	48.	SAM	Samoa
15.	FIJ	Fiji Islands, Republic of	49.	SIN	Singapore
16.	FIN	Finland	50.	SOL	Solomon Islands
17.	FRA	France	51.	SPA	Spain
18.	GEO	Georgia	52.	SRI	Sri Lanka
19.	GER	Germany	53.	SWE	Sweden
20.	HKG	Hong Kong, China	54.	SWI	Switzerland
21.	IND	India	55.	TAJ	Tajikistan
22.	INO	Indonesia	56.	TAP	Taipei, China
23.	IRE	Ireland	57.	THA	Thailand
24.	ITA	Italy	58.	TIM	Timor-Leste, Democratic Republic of
25.	JPN	Japan	59.	TON	Tonga
26.	KAZ	Kazakhstan	60.	TUR	Turkey
27.	KIR	Kiribati	61.	TKM	Turkmenistan
28.	KOR	Korea	62.	TUV	Tuvalu
29.	KGZ	Kyrgyz	63.	UKG	United Kingdom
30.	LAO	Lao People's Democratic Republic.	64.	USA	United States of America
31.	LUX	Luxembourg	65.	UZB	Uzbekistán
32.	MAL	Malaysia	66.	VAN	Vanuatu
33.	MLD	Maldives	67.	VIE	Viet Nam
34.	RMI	Marshall Islands			

**Section - VI**  
**Schedule of Supply**

## 1. LIST OF GOODS AND RELATED SERVICES

The Goods and Related Services are grouped in lots. Bidders shall have the option of submitting bids for one or all of the lots. Lots shall not be further sub-divided for the purpose of bidding.

### Lot No.: A- Procurement of Primary Collection Equipment

#### Item No. (i) : Handcarts with 6 Bins -135 Nos

SI No	Name of Goods or Related Services	Description	Unit of measurement	Quantity
1	Supply delivery with inspection and trial run of Handcarts with 6 Bins including transportation and insurance i.e. CIP, Agartala, Tripura. India	Handcarts with 6 Bins	Number	135 Nos.

**Lot : A - Procurement of Primary Collection Equipment**

**Item No. (ii) : 3 cum containers - 64 Nos**

<b>SI No</b>	<b>Name of Goods or Related Services</b>	<b>Description</b>	<b>Unit of measurement</b>	<b>Quantity</b>
1	Supply delivery with inspection of 3 cum containers including transportation and insurance i.e. CIP, Agartala, Tripura. India	3 cum containers	Number	64

**Lot : A - Procurement of Primary Collection Equipment**

**Item No. (iii) : 1.1 cum containers - 200 Nos**

<b>SI No</b>	<b>Name of Goods or Related Services</b>	<b>Description</b>	<b>Unit of measurement</b>	<b>Quantity</b>
1	Supply delivery with inspection of 1.1 cum containers including transportation and insurance i.e. CIP, Agartala, Tripura. India	1.1 cum containers	Number	200



## 2. DELIVERY AND COMPLETION SCHEDULE

The delivery period shall start as of : Date of Signing of Contract.

Delivery shall take place in compliance with the dates, duration and location indicated below:

### Lot : A - Procurement of Primary Collection Equipment

#### Item No. (i) : Handcarts with 6 Bins -135 Nos

SI No	Description of Goods or Related Services	Delivery Schedule	Location (Staggered delivery)	Completion Date of Related Services
1	Supply and delivery with inspection & trial run of Handcarts with 6 Bins with tipping arrangements including transportation and insurance i.e. CIP, Agartala, Tripura, India /Ex-works, Agartala, Tripura, India	Seven (7) months from the date of signing of the contract	Designated garage of AMC, Agartala, Tripura, India	Seven(7) months from the date of signing of the contract

**Lot : A - Procurement of Primary Collection Equipment**

**Item No. (ii) : 3 cum containers - 64 Nos**

<b>SI No</b>	<b>Description of Goods or Related Services</b>	<b>Delivery Schedule</b>	<b>Location (Staggered delivery)</b>	<b>Completion Date of Related Services</b>
1	Supply and delivery with inspection 3 cum containers including transportation and insurance i.e. CIP, Agartala, Tripura, India /Ex-works, Agartala, Tripura, India	Seven (7) months from the date of signing of the contract	Designated garage of AMC, Agartala, Tripura, India	Seven (7) months from the date of signing of the contract

**Lot : A - Procurement of Primary Collection Equipment**

**Item No. (iii) : 1.1 cum containers – 200 Nos**

<b>SI No</b>	<b>Description of Goods or Related Services</b>	<b>Delivery Schedule</b>	<b>Location (Staggered delivery)</b>	<b>Completion Date of Related Services</b>
1	Supply and delivery with inspection 1.1 cum containers including transportation and insurance i.e. CIP, Agartala, Tripura, India /Ex-works, Agartala, Tripura, India	Seven (7) months from the date of signing of the contract	Designated garage of AMC, Agartala, Tripura, India	Seven (7) months from the date of signing of the contract

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TECHNICAL SPECIFICATION FOR HANDCARTS WITH 6 BINS

**LOT- A, ITEM (i)**

**1.1 General Description**

The containerized handcart will have 6 removable plastic buckets each of about 20 liters capacity with buckets earmarked for collecting bio-degradable and non-biodegradable wastes.

**Construction:** The handcart shall be fabricated from steel sections and bars properly riveted and designed to carry 6 nos 20 lit PVC bucket. The handcart shall be designed ergonomically for easy movement by the operator. The sides of the hand cart shall be covered with sheet steel of minimum 1.6 mm thickness. The bottom shall be of sheet steel of adequate thickness and shall be reinforced with structural steel for providing rigidity and strength. The body shall be so designed that the position of centre of gravity aids the forward motion of the handcart when in use filled to its maximum nominal capacity.

The hand cart structure shall be mounted on a chassis frame which shall consist of suitably designed structural frame to take care of the load. The shape and construction of the chassis and body shall be rectangular and shall ensure stability of the handcart when the same is in motion under normal working conditions.

**Capacity and sizing:** The handcart shall be designed to carry the load of six nos plastic buckets each of capacity 20 lit, the buckets being placed in two rows with 3 nos buckets in each row.

**1.2 Wheels**

The wheels shall be constructed of mild steel or cast iron and shall be of disk type or any other suitable design to ensure adequate strength. The wheels shall be fitted with metal rims, or solid or cushioned rubber tyres.

The diameter of the wheels shall be not less than 300mm and the nominal width of the tyre shall be not less 50mm.

**1.3 Painting**

The handcart shall be sand blasted prior to painting. The outside & inside of the handcart shall be coated with one coat of zinc rich epoxy primer and followed by 2 coats of finish paint of approved shade.

**1.4 Axle**

The axle shall be fixed to the chassis frame and the bearings shall be located inside the wheels hubs which will revolve over the axle.

The axle shall be not less than 25mm in diameter and the bearings length shall be not less than 25 mm at each end. The journal portion of the axle shall be machined to appropriate tolerances and the allowance, and the surface finished to ensure uniform bearing contact. The material for axle shall conform to IS:226-1975.

## 1.5 Bearings

The bearings shall be so designed that there is no side play in the movement of the wheels. The bearings shall consist of bronze bearing bushes or any other suitable bearings of equivalent properties. Each wheel shall be provided with double bearing.

The internal diameter of bore of the bearing shall be such that the clearance between bearing and the axle is not more than 0.5mm. The bearing walls shall be of adequate thickness preferably not less than 5mm to avoid premature wear and giving way of bearing under load. Suitable arrangement shall be provided to facilitate proper lubrication of bearings.

## 1.6 Bins

The Bin shall be one piece moulded, heavy duty of approximately 20 litres capacity made out of approved virgin grade polyethylene material manufactured from blow moulding process, absolutely smooth, chemical resistant, blended with stabilizers, anti-corrosive, anti-acidic, non-toxic and free from joints, welds or rims provided with moulded projections and with moulded lids to prevent spreading of smell, flies, mosquitoes etc. The colour of the bins shall be as per prevalent colour codes or as approved by purchaser. In general, the Green bins shall be meant for storage of segregated bio-degradable waste and White or Blue bins for Non-biodegradable / Recyclable waste. The bins shall comply with the critical requirements of MSW Rules, 2000.

## 1.7 Specifications of Bin

The bins shall be specially moulded projection for extra strength and shall have high impact strength complete with twist type lockable lid. The bins shall be round in shape without sharp corners or welds; Built-in bottom grip (2Nos) for easy lifting of bin and unloading of waste.

The thickness of the bin shall be minimum 1.5 mm and sized for capacity of 20 lit. The lid shall be fully openable type. The colour shall be got approved from the Purchaser before manufacturing. The bins shall be designed for durability and shall be reusable, washable, smooth and sanitary to satisfy the critical needs of MSW Rules, 2000. The bins shall be embossed with manufacturer's logo and shall have capacity prominently painted / stickered / screen printing over it.

**Note: Bidders shall fill in the Technical Schedule**

**Technical Schedule of HANDCARTS WITH 6 BINS**

**Lot A :Item (i)**

<b>Srl No</b>	<b>Item Description</b>	<b>Bid Requirement</b>	<b>Bidder's Specification</b>
1.	Containerized handcart	Suitable for 6 removable plastic buckets each of about 20 liters, 3 in each row	
2.	Handcart	MS Fabricated	
3.	Wheel	Mild steel/cast iron with rim cover of rubber – 300 mm high and 50 mm width	
4.	Bearing	Bronze	
5	Bins	One piece moulded, heavy duty of 20 litres capacity	
6	Material of construction	virgin grade polyethylene material	

## TECHNICAL SPECIFICATION OF 3.0 M<sup>3</sup> CAPACITY CONTAINER

### Lot A :Item (ii)

#### 1. GENERALDESCRIPTION

##### 3.0 Cum Capacity Container:

The container shall be compatible with the Existing Dumper placer vehicle of AMC as well as with 14m<sup>3</sup> Refuse Compactor. The vertical height of long side of the container (dumping sides) and maximum height of the top of the container shall be compatible to the dumper placer equipment and refuse compactor under the operation of AMC. The sides of container shall be fabricated out of 3.15 mm thick MS sheet and bottom out of 5mm thick MS sheet. The rear door shall be fabricated out of 2.5-mm thick MS sheet and fixed to the container with heavy-duty hinges. The container shall be made out of anticorrosive steel. The container shall have mechanical locking arrangement for preventing falling of waste during transit.

Minimum opening doors of size 700 mm x 400 mm each at four sides shall be provided to dump the garbage in to the container. These shall be fabricated out of 2.5 mm thick MS sheet and fixed to the container with heavy duty hinges and having handles made out of 12-mmround steel bars.

All sides of the containers shall be properly reinforced with IMC 75 mm x 40 mm and ISA 40mm x 40mm x 5 mm and shall have continuous welding. The entire surface shall be first cleaned by sand blasting or any other appropriate method and given a coat of anti-corrosive primer to the inside & outside of the surface of the container followed by two or more coat of epoxy based finish paint of desired colour and shade. The container shall have suitable arrangement for lifting, emptying &placing on vehicle.

**The bidder shall be required to fill in the Technical Schedule.**

**Technical Schedule of 3.0 M<sup>3</sup> capacity container**

**Lot A :Item(ii)**

<b>Srl No</b>	<b>Item Description</b>	<b>Bid Requirement</b>	<b>Bidder's Specification</b>
1.	Type	Container to be used with Movable Compactor /Dumper Placer	
2.	Capacity of container	3.0M <sup>3</sup>	
3.	Material of construction	M.S. anti corrosive sheet 3.15 mm thick on wall and top 5 mm thick on bottom	
4.	Protection against solid waste corrosion	Anticorrosive epoxy based paint with primer & finish paint to the interior / exterior surface	



## TECHNICAL SPECIFICATION OF 1.1 M<sup>3</sup> CAPACITY CONTAINER

### Lot A : Item (iii)

#### 1. GENERAL DESCRIPTION

The container shall be compatible with the existing and proposed 14m<sup>3</sup> Refuse Compactor of AMC. The sides of container shall be fabricated out of 1.6 mm thick MS sheet. The container shall be made out of anti-corrosive steel. These shall be closed type hygienic Containers. The container construction shall be of Pressed Steel Sections for ensuring adequate structural strength required for handling with the Compactor Bin Lifter. Also, the container shall be designed to be lightweight and with facility to be easily handled by two Bin Handlers.

**VOLUME** : **1100 Ltrs. (1.1 m<sup>3</sup>)**

#### 2.0 BASE MATERIAL - Steel

- Body : Steel
- Lid : Steel
- Dead weight : 115 kgs (Approx.)
- Load capacity : 600 kgs (Approx.)
- Plate Thickness : 1.6mm MS Plate

#### 3.0 STANDARD CONTAINER SHALL HAVE :

- Four heavy duty swivel castors (360<sup>0</sup> turning)
- Handles on body
- Handle on the lid
- Painted Green for Bio degradable / Blue for Bio-non degradable as per requirement.

**The bidder shall be required to fill in the Technical Schedule.**

**Technical Schedule of 1.1 M<sup>3</sup> capacity container****Lot A :Item(iii)**

<b>Srl No</b>	<b>Item Description</b>	<b>Bid Requirement</b>	<b>Bidder's Specification</b>
1.	Type	Container shall be used with Movable refuse Compactor	
2.	Capacity of container	1.1M <sup>3</sup>	
3.	Material of construction	M.S. sheet 1.6mm thick	
4.	Protection against solid waste corrosion	Anticorrosive epoxy based paint with primer & finish paint to the interior / exterior surface	

## CONDITIONS APPLICABLE FOR EQUIPMENT.

### **RESPECTIVE LOTS**

- (a) The successful bidder shall guarantee availability of spare parts and supply the same throughout the life of the equipment as and when ordered, within a reasonable time period. The bidder shall also set up sales and service facility in Agartala/Guwahati/Kolkata, within 6 months from the date of placing order
- (b) The bidder shall provide training to operating staff to make them operate the equipment independently and efficiently (refer SI no. 1 of foregoing Clause 1 ' List of Goods and Related Services'). The bidder shall also provide training to AMC personnel on its maintenance, major overhauling, repairs and replacement of spares at the AMC's workshop (refer SI no. 2 of foregoing Clause 1 ' List of Goods and Related Services').
- (c) The bidder shall also supply operation and maintenance manual showing detailed operation procedures including list of Do's & Don'ts, blown up views of all major components and sub-assembly, detailed procedure for overhauling and replacement of each component, trouble shooting and remedies lubrication schedule and preventive maintenance checklist for daily, 2500 hourly, 10000 hourly and 25000 hourly . Successful bidder shall provide 4 sets of operator's and maintenance manual

### **Test and Inspection prior to dispatch / shipment and field test after delivery**

The following inspection and test shall be carried at manufacturer's plant by third party or / and purchaser's representative.

- (a) Inspection and checking of details of various components specified in the specifications and agreed by the bidder, particularly the details of engine, drive system, brakes, transmission system, hydraulic system, electrical systems, including their capacity, make, dimensions etc.
- (b) Functional test of equipment to check its specified/guaranteed capacity by operating the machine continuously for four to six hours at rated load
- (c) Routine factory test or field test to check and confirm the guaranteed fuel consumption / electricity consumption indicated by the bidder and considered for evaluation

The following test shall be carried out after delivery of the equipment

- (a) Field trial (6 to 8 hours running per day) by operating the machine to assess functional performance of the machine.

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**Section VII**  
**General Conditions of Contract**

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# Section 7 - General Conditions of Contract

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**1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

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

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

- (p) "ADB" is the Asian Development Bank.
- (q) "The Site," where applicable, means the place named in the SCC.

**2. Contract Documents**

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

**3. Fraud and Corruption**

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

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

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sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

3.2 The Supplier shall permit ADB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

#### 4. Interpretation

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

4.2 Incoterms

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

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with

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



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respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

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

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

4.6 Severability

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

**5. Language**

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

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

**6. Joint Venture**

6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

**7. Eligibility**

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

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- laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 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 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 6 (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 Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser's Responsibilities**
- 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

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- 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 Subclause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.
- 17. Taxes and Duties**
- 17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.
- 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 denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the

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- Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 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 Subclauses 20.1 and 20.2 above, however, shall not apply to information that
- (a) the Purchaser or Supplier need to share with ADB or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 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

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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 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

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 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

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

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shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

- 24. Insurance**      24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation**      25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections 6 (Schedule of Supply).
- 26. Inspections and Tests**
- 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 6 (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 in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 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 Subclause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

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- 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 Subclause 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 Subclause 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 Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 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

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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 Subclause 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 Subclause 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 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,



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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 Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

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

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- (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.
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
  - (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

### 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 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 - VIII**  
**Special Conditions of Contract**

## Section – VIII Special Conditions of Contract

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

<b>GCC 1.1 (j)</b>	<b>The Purchaser's country is : INDIA</b>
<b>GCC 1.1 (k)</b>	<b>The Purchaser is :Urban Development Department, Government of Tripura, through the State Investment Program Management and Implementation Unit</b>
<b>GCC 1.1 (q)</b>	The Site is : Designated Garage / Workshop(s) of the Agartala Municipal Corporation, Agartala, Tripura, India
<b>GCC 4.2 (b)</b>	<b>The version of Incoterms shall be : Incoterms 2010</b>
<b>GCC 5.1</b>	The language shall be : <b>English</b>
<b>GCC 6.1</b>	The individuals or firms in a joint venture, consortium or association shall <b>be jointly and severally liable.</b>
<b>GCC 8.1</b>	<p>For notices, the Purchaser's address shall be :</p> <p><b>Attention: : Project Director, State Investment Program Management and Implementation Unit (SIPMIU)</b>  <b>Address: Office of the Project Director, State Investment Program Management and Implementation Unit Urban Development Department, Government of Tripura, 2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex, Agartala- 799 007, Phone:</b></p> <p><b>Country: India</b>  <b>Telephone: (0091) 0381-2320174</b>  <b>Facsimile number:</b>  <b>Electronic mail address: <u>sipmiutripura@gmail.com</u></b></p>
<b>GCC 9.1</b>	<b>The governing law shall be :</b> The law that applies to the Contract is the law of India and State of Tripura. Where there is a conflict between the law of India and law of State of Tripura, law of India shall prevail.
<b>GCC 10.2</b>	<p>Institution whose arbitration shall be used:</p> <p>a. Contracts with foreign suppliers:</p> <p>In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the ["United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules" or the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators selected in accordance with said Rules."]</p> <p>b. Contracts with local suppliers:</p>

	In the case of a dispute between the Purchaser and a local Supplier, the dispute shall be settled by adjudication or arbitration in accordance with the laws of India.
<b>GCC 11.1</b>	The scope of supply shall be defined in : “ <b>Section VI schedule of Supply</b> ”
<b>GCC 12.1</b>	<p>Details of shipping and documents to be furnished by the Supplier shall be :</p> <p>A) For Goods supplied from abroad as per Incoterms CIF:</p> <p>Upon shipment, the supplier shall notify the Purchaser and the Insurance Company by Fax the full details, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge etc.</p> <p>The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <p>(a) Four copies of Supplier’s Invoice showing the description of the Goods, quantity, unit price and total amount;</p> <p>(b) Original and two copies of the negotiable, clean on - board bill of lading marked ‘freight prepaid’ and two copies of non-negotiable bill of lading;</p> <p>(c) Four copies of packing list identifying contents of each package;</p> <p>(d) Insurance Certificate;</p> <p>(e) Manufacturer’s or Supplier’s Warranty Certificate;</p> <p>(f) Inspection Certificate, issued by nominated Inspection Agency and/or Purchaser’s representative and the Supplier’s factory inspection report ;</p> <p>(g) Certificate of origin</p> <p>The Purchaser shall receive the above documents at least one week before the arrival of the Goods at the port of place of arrival and if not received, the Supplier will be responsible for any consequent expenses.</p> <p>B) For Goods from within the Purchaser’s country as per Incoterm EXW:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <p>(a) Two copies of the Supplier’s invoice showing the description of the Goods, quantity, unit price, and total amount;</p> <p>(b) Delivery note, transport receipt or truck receipt;</p> <p>(c) Manufacturer’s or Supplier’s Warranty Certificate;</p> <p>(d) Inspection certificates, issued by the nominated inspection agency and/or Purchaser’s representative and the Supplier’s factory inspection report; and</p> <p>(e) Certificate of origin.</p> <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	Delivery of the goods and completion of the related services shall be made within the stipulated time.
<b>GCC 15.2</b>	<b>The price adjustment</b> : Not applicable

<p><b>GCC 16.1</b></p>	<p>The following shall be the terms of payment For Goods and Related Services Supplied from inside and outside the purchaser's country for each lot.</p> <p>a) <b>Advance Payment :</b> Ten (10) percent of the Contract Price within twenty eight (28) days from submission of invoice for advance payment along with Bank Guarantee after signing of the contract. Payment shall be made provided the Supplier presents a request for payment accompanied by an Advance Payment Security in the form of an Unconditional Bank Guarantee for an amount equal to the amount of the advance payment and that shall be valid until the Goods are delivered. The security shall be in the form as specified in Section IX, Contract Forms.. <i>The advance payment shall not be used for costs relating to operation and maintenance of equipment.</i></p> <p>b) <b>On Delivery :</b> The Purchaser shall pay the Supplier Eighty (80) percent including related services of the Contract Price of the Goods after receiving Goods at the final destination as defined in Section VI, Schedule of Supply upon submission of document specified in the SCC Clause 12.1. The payment shall be made within twenty eight (28) days from the receipt of the invoice along with the document specified in the SCC Clause 12.1.</p> <p>Staggered delivery shall be accepted. But the supply of entire consignment (including trial run) must be completed within the period as specified in Section VI: Schedule of Supply, Delivery and Completion Schedule..</p> <p>c) <b>On Acceptance :</b> The balance amount i.e. Ten (10) percent including related services of the Contract Price of the Goods shall be paid after the receipt of the Goods including proper training for personnel as required as per provision of the bid document and on submission of a claim supported by the acceptance certificates issued by the Purchaser. The payment shall be paid within twenty eight (28) days of the receipt of claim along with acceptance certificates issued by the Purchaser as stated above.</p>
<p><b>GCC 16.4</b></p>	<p>The currencies for payments shall be : Currency or currencies in which the price have been stated in the successful bid.</p>
<p><b>GCC 17.3</b></p>	<p>Add the following :</p> <p>The Purchaser shall use its best efforts to issue a Essentiality Certificate under GOI notification No. 108/95 and 84/97 which will enable the Supplier to obtain any lawful exemptions from payment of Excise Duty or Import Duty on Plant and Materials which are to be supplied. The responsibility for obtaining any such exemptions from a Competent Authority will remain with the Supplier and the Purchaser shall not in any way be responsible for admissibility of the claims or eligibility of the Supplier.</p>
<p><b>GCC 18.1</b></p>	<p>The successful bidder shall provide a performance security of 10% of the Contract Price. The Performance Security shall be denominated in proportion to the amount &amp; currency of the Contract Price: (It will be specified at the time of awarding the contract).</p>
<p><b>GCC 18.3</b></p>	



	The Performance Security shall be in the following form: A bank guarantee issued by a reputable bank located outside the Purchaser's country, or a reputable local bank, including scheduled bank or nationalized bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section IX, Contract Forms. In case the institution issuing the security is located outside India, it shall have a correspondent financial institution located in the territory of India to make it enforceable.
<b>GCC 18.4</b>	<b>Discharge of performance Security shall take place</b> : In accordance with GCC Sub-Clause 18.4:
<b>GCC 23.2</b>	<b>The packing, marking and documentation within and outside the packages shall be</b> : The packing of the main equipment shall be in adequate and as per standard acceptable industry practice / manufacturer's practice to ensure protection from rain, extreme weather and delivery of the equipment in good condition to the destination. The accessories, small components and spares shall however, be packed in wooden cases/standard practice.  (i) Project; (ii) Contract No; (iii) Country of Origin of Goods;(iv) Manufacturer's name / Supplier' Name; (v) Packing list Reference Number
<b>GCC 24.1</b>	The insurance coverage shall be in accordance with GCC, Sub-Clause 24.1, the Supplier must insure the Goods in an amount equal to 110 percent of the CIF price of the Goods from "Manufacturers Warehouse" to "Designated Garage/Workshop of Agartala Municipal Corporation" on " All Risks" basis, including War Risks and Strikes." Any loss during transit shall be to the Supplier's Account.
<b>GCC 25.1</b>	Obligations for transportation of the Goods shall be in accordance with : Incoterms 2010.
<b>GCC 26.2</b>	Tests and Inspection specified in Section VI, Schedule of Supply, shall be carried out at the following times or milestones and places.  <b>Type of Test and Inspection – I ( Milestone / time : Before shipment )</b> <b>Goods</b> – Handcarts with 6 Bins, Electric/battery driven vehicles with 0.5 cum capacity container and tipping arrangement, 4 wheeler vehicles with 1.8 Cum capacity container and or 3 wheeler vehicles with 1 cum container capacity and tipping arrangement, 3 cum containers, 1.1 cum containers,  <b>Type of inspection test and duration</b> – As elaborated under Section VI, Schedule of Supply, Other Conditions. <b>Total Duration</b> – Test will be conducted on 10% of the equipment (minimum one) randomly selected by the Third Party and or Purchaser's representative. <b>Milestone</b> : Before Shipment/dispatch <b>Place</b> : <b>Manufacturer's premises</b> <b>Address</b> : Of manufacturer. <b>Country</b> : Of manufacturer. <b>By</b> : Supplier, Third party and or Purchaser's Representative.

	<p><b>Important Note</b> : The Supplier shall furnish to the Purchaser Certificates of such inspections and tests satisfactorily conducted prior to shipment. The certificates shall be jointly signed by the Supplier, Third Party inspector and or Purchaser's representative.</p> <p><b>Test and Inspection – II ( Milestone / time : After delivery )</b></p> <p><b>Type of Test</b> : As stated under Section VI, Schedule of Supply, other conditions. The field trial shall be carried out for 7 days. The test shall be conducted on 100 % of the equipment randomly selected by the Third Party Inspector and /or Purchaser's representative.</p> <p>All cost involved in arranging and performing such inspection and tests except the fee, transportation, boarding and lodging of Third Party and or Purchaser's representative shall be borne by the Supplier.</p> <p><b>Time/milestone</b> : After delivery of goods at Agartala, Tripura, India in the Designated Workshop(s)/Garages of AMC and prior to acceptance.</p> <p><b>Place</b> : As above</p> <p><b>Address</b> : As above</p> <p><b>Country</b> : India</p> <p><b>By</b> : Supplier, Third Party and or Purchaser's Representative.</p> <p>Important Note: All cost involved in arranging and performing of such inspections and test except the fee, transportation, boarding and lodging of Third Party and/or cost of visit of Purchaser's representative shall be borne by the Supplier. If during the field trial of 7 days any problem or defect in functional performance and or major deviation in guaranteed performance regarding fuel consumption is noticed, the Supplier shall make arrangement to make good these defects within fourteen (14) days and acceptance certificate will be withheld till the defects/deficiencies are rectified.</p>
<b>GCC 27.1</b>	<b>The liquidated damage shall be</b> : 0.5 (Zero point five ) % of the Contract Price per week or part thereof.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be ten (10) percent of the Contract Price..
<b>GCC 28.3</b>	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
<b>GCC 28.5</b>	The Supplier shall correct any defects covered by the Warranty within 21 days of being notified by the Purchaser of the occurrence of such defects.
<b>GCC 30.1</b>	<b>The amount of aggregate liability shall be</b> : 100% of the Contract value.

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**Section IX**  
**Contract Forms**

## SECTION IX : CONTRACT FORMS

### Input of Information to be completed by the Bidder Awarded the Contract 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 Condition of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) 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

**Contract No** AGT/SWM/NCB/SW-01(R2) **Lot -A**

Bank Guarantee No.  
Date of Issue  
Date of  
Commencement  
Valid Uptil  
Amount

To  
**Project Director, SIPMIU  
Urban Development Department,  
Government of Tripura,  
2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,  
Agartala- 799 007  
Tripura  
India**

Gentleman:

WHEREAS..... (insert name complete of supplier) (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. **AGT/SWM/NCB/SW-01(R2)** dated..... to supply..... (brief description of the Goods and Related Services) (hereinafter “ the Contract).

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

AND WHEREAS the undersigned ....., (Insert complete name of Guarantor / Bank), legally domiciled in .....(insert complete address of Guarantor / Bank) 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 .....(insert currency or currencies and amount of guarantee in words and figures) 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 .....(insert currency or currencies and amount of guarantee in words and figures) 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 .....(Insert day, month and year)

Name : [insert complete name of person signing the Security]  
In the capacity of : [insert legal capacity of person signing the Security]  
Signed : [insert signature of person whose name and capacity are shown above]  
Duly authorized to sign the security for and on behalf of : [insert seal and complete name of Guarantor]  
Date : [insert date of signing]

## Advance Payment Security

**Contract Name**  
**Contract No** AGT/SWM/NCB/SW-01(R2) - **Lot -A**

**Bank Guarantee No.**

**Date of Issue**  
**Date of Commencement**

**Valid Uptil**  
**Amount**

To  
**Project Director, SIPMIU**  
**Urban Development Department,**  
**Government of Tripura,**  
**2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,**  
**Agartala- 799 007**  
**Tripura**  
**India**

In accordance with the payment provision included in the Contract, in relation to advance payments,....  
..... **[insert complete name of Supplier]** (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of **Advance Payment Security**, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of.....  
..... **[insert currency and amount of guarantee in words and figures]**.

We, the undersigned..... **[insert complete name of Guarantor/Bank]**, legally domiciled in..... **[insert full address of Guarantor/Bank]** (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..... **[insert currency and amount of guarantee in words and figures]**.

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until .....**[insert day, month, year]**.

Name : **[insert complete name of person signing the Security]**  
In the capacity of : **[insert legal capacity of person signing the Security]**  
Signed : **[insert signature of person whose name and capacity are shown above]**  
Duly authorized to sign the security for and on behalf of : **[insert seal and complete name of Guarantor]**  
Date : **[insert date of signing]**

**SIPMIU URBAN DEVELOPMENT DEPARTMENT  
GOVERNMENT OF TRIPURA**

**NORTH EASTERN REGION CAPITAL CITIES DEVELOPMENT  
INVESTMENT PROGRAMME - Project 3**

**ADB Loan No. 3337-IND**

**Bidding Document**

**Procurement of Solid Waste Equipment**

**Contract No. AGT/SWM/NCB/SW-01(R2) - Lot -A**

**Single-Stage, Two-Envelope Bidding Procedure under  
National Competitive Bidding**

**Volume – II  
(Price Bid)**

**Issued by:**

**Project Director, SIPMIU,  
Urban Development Department,  
Government of Tripura,  
2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,  
Agartala- 799 007.**

## Price Bid Submission Sheet

**-- Note --**

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

Date: \_\_

NCB No.: AGT/SWM/NCB/SW-01(R2) – LOT - A

Invitation for Bid No.: **AGT/SWM/NCB/SW-01(R2)**

To:

**Project Director, SIPMIU  
Office of the Project Director, SIPMIU,  
Urban Development Department,  
Government of Tripura,  
2<sup>nd</sup> Floor, Khadya Bhavan, Pandit Nehru Complex,  
Agartala- 799 007  
India**

We, the undersigned, declare that:

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

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

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

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



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

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

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

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

**PRICE SCHEDULE FOR GOODS  
TO BE OFFERED FROM WITHIN THE PURCHASER'S COUNTRY**  
Input of information to be completed by the Bidder

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of Origin	Domestic value added in percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per item including taxes, transportation, Insurance and other incidental cost
						<b>5 x 6</b>		<b>7+8</b>
	Procurement of Primary Collection Equipment							
	<b><u>Lot – A</u></b>							
Item 1	Handcarts with 6 Bins			135 Nos				
Item 2	3 cum containers			64 Nos				
Item 3	1.1 cum containers			200 Nos				
	<b>Total of Lot - A</b>							

**Notes:**

- Column 4: In accordance with Margin of Preference ITB Clause 35  
Domestic Value Added comprises Domestic labour, Domestic Content of Material, Domestic Overheads and Profits from stage of mining the raw materials until the final assembly.
- Column 6: Incoterm in accordance with ITB Clause 14  
Currency in accordance with ITB Clause 15  
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the custom duties and sales and other taxes already paid on previously imported items.
- Column 8: Payable in the Purchaser's country if Contract is awarded

**Other Notes :**

The bidder shall indicate the component of excise duty (included in Column 6-Unit Price EXW) separately.

The bidder shall indicate the component of sales and Other Tax per item – Column 8 separately. This component shall not be considered for evaluation.

Name **[ insert complete name of the person signing the Bid]**

In the capacity of **[ insert legal capacity of person signing the Bid]**

Signed **[ insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the Bid for and on behalf of **[insert complete name of Bidder]**

Date **[ insert date of signing the Bid]**

**PRICE SCHEDULE FOR GOODS  
TO BE OFFERED FROM OUTSIDE THE PURCHASER'S COUNTRY**  
Input of information to be completed by the Bidder

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

1	2	3	4	5	6	7
Item	Description	Country of Origin	Quantity & Unit of Measurement	Unit Price CIF Kolkata/CIF Haldia	Total Price CIF per Item	Custom duty & all other applicable Taxes per item in purchaser country
					<b>4x5</b>	
	Procurement of Primary Collection Equipment					
	<b><u>Lot – A</u></b>					
Item 1	Handcarts with 6 Bins		135 Nos			
Item 2	3 cum containers		64 Nos			
Item 3	1.1 cum containers		200 Nos			
	<b>Total of Lot – A</b>					

**Notes :**

Column 5 and 6:

Currencies in accordance with ITB Clause 15

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

The cost of training above shall include trainer's cost, boarding, lodging, food and per diem charges.

Name **[ insert complete name of the person signing the Bid]**

In the capacity of **[ insert legal capacity of person signing the Bid]**

Signed **[ insert signature of person whose name and capacity are shown above]**

Duly authorized to sign the Bid for and on behalf of **[insert complete name of Bidder]**

Date **[ insert date of signing the Bid]**

**Abstract Cost of Bill of Quantities**  
**(BOQ)**

# **BOQ**

## *Abstract of Cost*

**Contract Package No. AGT/SWM/NCB/SW-01(R-2) - Lot A**

**Procurement of Solid Waste Equipment**

**(Procurement of Primary Collection Equipment)**

<b>Item no</b>	<b>Description</b>	<b>Rate in Figure</b>	<b>Rate in Word</b>
	<b>Lot - A</b>		
1.	Handcarts with 6 Bins (135 Nos)		
2.	3 cum containers (64 Nos)		
3.	1.1 cum containers (200 Nos)		
	<b>Total Cost of Supply</b>		