

GOVERNMENT OF MEGHALAYA
DIRECTORATE OF EMPLOYMENT & CRAFTSMEN TRAINING
DEPARTMENT OF LABOUR, EMPLOYMENT AND SKILL DEVELOPMENT
Project Implementation Unit: 3 (PIU3)

No. DET-73/2025/2275

Dated Shillong the, 19th June 2025

Invitation for Bids

Date: 20th June, 2025.

Loan/Grant No. and Title 46166-003- Supporting Human Capital Development in Meghalaya (SHCDM-II) Project.

Contract No. and Title IT-03, Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs).

Deadline for Submission of Bids- 11 July 2025.

1. The Government of India has received funding support from the Asian Development Bank (ADB) toward the cost of Supporting Human Capital Development in Meghalaya (SHCDM-II) Project, and part of the funding will be used for the payment of the contract named above.
2. The Directorate of Employment & Craftsman Training, Government of Meghalaya ("the Employer") invites sealed bids from eligible Bidders for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs).
3. Process for open competitive bidding will be adopted in accordance with ADB's [Single Stage - Two Envelope](#) methodology and is open to all Bidders from eligible countries as described in the Bidding Document.
4. Only eligible Bidders with the following key qualifications defined in the Bidding Document may participate in this bidding:
5. To obtain further information regarding the bid the Bidders should contact:

Sr. No	Eligibility Criteria	Documentary Evidence
1	The bidder must be a legal entity registered in India under the Companies Act, 1956, or a partnership firm registered under the Limited Liability Partnership Act of 2008, having registered office in India and should be in existence for at least last 10 (ten) years, as on 31 st March 2025.	Certificate of Incorporation/ Registration Certificate
2	a. The Bidder should have average minimum annual turnover of INR 5 (five) Crores in the preceding three financial years (i.e. FY 2021-2022, 2022-2023 and 2023-24). b. The bidder shall have a positive net worth as on 31.03.2025	Balance sheet, Profit & Loss Statement & CA Certificate
3	The bidder should have similar experience in end-to-end IT& MIS enabled web-based solution during the last 3 (three) financial years i.e., 2022-2023, 2023-2024, 2024-2025 for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency/ Private University/ Private Educational Establishment in India having <ul style="list-style-type: none"> ➤ Having at least 1 (one) project with project value >= INR 2 (two) crore. ➤ Having at least 2 (two) projects with project value >= INR 1.25 (one point two five) crore for each project. ➤ Having at least 3 (three) projects with project value >= INR 1 (one) crore for each project. 	Documents supported with Work order/ Purchase Order/ Completion Certificate issued by employer/ client confirming the scope of work
4	The Bidder shouldn't be blacklisted by any one of the following - Central Government / State Government / Government Undertakings / University/ Educational Institutions / Government Bodies / PSUs in India, as on the date of submission of the bid.	Self-declaration from authorized signatory on the company letterhead

The Director,
 Directorate of Employment & Craftsman Training,
 Keating Road (opp. Shillong Civil Hospital), Shillong, Meghalaya, 793001
 Contact No- 9856024237
 Email ID- dectadbpiu3@gmail.com

6. To purchase the Bidding Documents in English, eligible Bidders should:

- Write to the address above requesting the Bidding Documents for Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs).
 - Pay a non-refundable fee of INR 10,000/- (Rupees Ten Thousand) only by Demand Draft (DD) from any Scheduled/Nationalized bank payable at Shillong in favor of **DECT SHCDM II, Payable at Shillong**.
7. Deliver your bid to the address The Director, Directorate of Employment & Craftsman Training, Keating Road (opp. Shillong Civil Hospital), Shillong, Meghalaya, 793001 Contact No- 9856024237, Email ID - dectadbpiu3@gmail.com on or before the deadline: **11 July 2025, at 15:00 Hours (IST)** together with a Bid Security/Bid-Securing Declaration (Section 1, Clause ITB 21) as described in the Bidding Document.
8. All the prospective Bidders are encouraged to study the bidding documents thoroughly and participate in Pre-bid meeting.
- Bids will be opened on the date of bid submission in the presence of Bidders' representatives who choose to attend.
- Bid documents, any addendum, clarification to the Bidder's queries and corrigendum etc. will be communicated to each bidder and published on <https://dectmeg.nic.in/>, <https://megplanning.gov.in>. In case there is a holiday on the day of bid opening, activities assigned on that date shall be carried out on the next working day.

Sd/-
Director,
Employment and Craftsmen Training
Meghalaya Shillong

BIDDING DOCUMENT

Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project

Issued on: 20 June 2025

Invitation for Bids No.: IT-03

OCB No.: IT-03

**Employer: Directorate of Employment & Craftsman Training, Keating Road
(opp. Shillong Civil Hospital), Shillong, Meghalaya, 793001**

Contact No- 9856024237

Email ID- dectadbpiu3@gmail.com

Country: India

Preface

This Bidding Document for Procurement agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project has been prepared by The Director, Directorate of Employment & Craftsman Training, Keating Road (opp. Shillong Civil Hospital), Shillong, Meghalaya -793001 and is based on the Standard Bidding Document for the Procurement of Information Technology Products and Services issued by the Asian Development Bank dated December, 2021.

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A. General

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| 1. Scope of Bid | <p>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 IT Products and Services incidental thereto as specified in Section 6 (Schedule of Requirements). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.</p> <p>1.2 Throughout this Bidding Document,</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written (including electronic) 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 | <p>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.</p> <p>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.</p> |
| 3. Fraud and Corruption | <p>3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB’s Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB</p> <ul style="list-style-type: none"> (a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> (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) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, 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 or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers 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, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (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, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ 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

¹ 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).

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, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, 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 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
 - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
 - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
 - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in contracts with its subconsultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors, and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) 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 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, incorporated, or registered, 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, Joint Venture partner, associates, parent company, or any affiliated entity, participated as a consultant in the preparation of the design or technical specifications of the IT Products 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; or
 - (h) a Bidder would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) A Bidder that has a financial or familial relationship with staff of the Purchaser including project implementing/executing agency,

or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

- 4.4 A firm will 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 temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 4.5 Government-owned enterprises in the Borrower'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 dependent agencies of the Purchaser.
- 4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.8 Bidders 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 from, or payments to, a particular country, person or entity in that country in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

5. Eligible IT Products and Services

- 5.1 All IT Products and 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 IT Products and Services.
- 5.2 For the purposes of these Bidding Documents, the IT Products and Services means all:
 - (a) the required information technologies, including all information processing and communications-related hardware, software, supplies, and consumable items that the Bidder is required to supply and install under the Contract, plus all associated documentation, and all other materials and products to be supplied, installed, integrated, and made operational (collectively called "the products" in some clauses of the ITB); and
 - (b) the related software development, transportation, insurance, installation, customization, integration, commissioning, training, technical support, maintenance, repair, and other Services

necessary for proper operation of the products to be provided by the selected Bidder and as specified in the Contract.

- 5.3 For the purposes of ITB 5.1 above “origin” means the place where through software development, manufacturing, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

- 6. Sections of the Bidding Document** 6.1 The Bidding Document consists 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 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 Requirements (SOR)

PART III Conditions of Contract and Contract Forms

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

- 6.2 The IFB issued by the Purchaser is not part of the Bidding Document.
- 6.3 The Purchaser/ Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the 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. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. 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.

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| 8. Amendment of Bidding Document | 8.1 | At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda. |
| | 8.2 | Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1. |
| | 8.3 | To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2. |

C. Preparation of Bids

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| 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: <ul style="list-style-type: none"> (a) Letter of Technical Bid; (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 IT Products and Services to be supplied by the Bidder are of eligible origin;
- (g) documentary evidence in accordance with ITB 18 and ITB 32, that the IT Products and 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) list of subcontractors, in accordance with ITB 18.4; and
- (j) 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.

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

12. Letter of Bid and Price Schedules

12.1 The Bidder shall submit the Letter of Technical Bid and the Letter of Price Bid 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 IT Products and 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 Letter of Price Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Requirements 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. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit

rates and prices are expressed in negative values, the bid will be rejected.

- 14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote discounts and the methodology for their application in the Letter of Price Bid.
- 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 shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered
 - (a) for IT products offered from within the Purchaser's country:
 - (i) the price of the IT products 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 IT products quoted ex works or ex factory, or on the previously imported IT products 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 IT products if the Contract is awarded to the Bidder; and
 - (iii) the total price for the item.
 - (b) for IT products offered from outside the Purchaser's country:
 - (i) the price of the IT products 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 IT products 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 services whenever such are specified in the Schedule of Requirements:
 - (i) the local currency cost component of each item comprising the services; and
 - (ii) the foreign currency cost component of each item comprising the services, inclusive of all customs duties, sales, and other similar taxes applicable in the Purchaser's country, payable on the services, if the Contract is awarded to the Bidder.

Unless otherwise specified in the BDS, the prices must include all costs incidental to the performance of the services, as incurred by the Supplier, such as travel, subsistence, office support, communications, translation, printing of materials, etc. Costs incidental to the delivery of the services but incurred by the Purchaser or its staff, or by third parties, must be included in the price only to the extent such obligations are made explicit in these Bidding Documents (as, e.g., a requirement for the Bidder to include the travel and subsistence costs of trainees).

- 14.7 Prices for Recurrent Costs beyond the scope of warranty services to be incurred during the Warranty Period, shall be quoted as service prices in accordance with ITB 14.6(c) on the Price Schedule for Recurrent Costs. Recurrent costs are all-inclusive of the costs necessary items such as spare parts, software license renewals, labor, etc., needed for the continued and proper operation of the IT Products and Services and, if appropriate, of the Bidder's own allowance for price increases.
 - 14.8 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. 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 will also be treated as nonresponsive and be rejected.
 - 14.9 If so indicated pursuant to 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 bid 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 bids for all lots are submitted and opened at the same time.
- 15. Currencies of Bid**
- 15.1 Bid prices shall be quoted in the following currencies:
 - (a) Bidders may express their bid price in any fully convertible currency. If a Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly.
 - (b) If some of the expenditures for the related services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.
- 16. Documents Establishing the Eligibility of the Bidder**
- 16.1 To establish their eligibility in accordance with ITB 4, Bidders shall
 - (a) complete the eligibility declarations in the Letter of Bid, included in Section 4 (Bidding Forms); and
 - (b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a

letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint venture, as appropriate.

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| 17. Documents Establishing the Eligibility of the IT Products and Services | 17.1 To establish the eligibility of the IT Products and Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms). |
| 18. Documents Establishing the Conformity of the IT Products and Services to the Bidding Document | 18.1 To establish the conformity of the IT Products and Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the IT Products and Services conform to the requirements specified in Section 6 (Schedule of Requirements).

18.2 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 IT Products and Services, demonstrating substantial responsiveness of the IT Products and Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Requirements).

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 Requirements), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Requirements).

18.4 For major items of IT Products and Services as listed by the Purchaser in Section 3 (Evaluation and Qualification Criteria), which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Purchaser for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted. |
| 19. Documents Establishing the Qualifications of the Bidder | 19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion 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 IT Products and Services 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 IT Products and Services to supply these IT Products and Services 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 bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. 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 and bid security validity issued by the Purchaser. 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 (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
 - (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 substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid evaluation shall be returned promptly upon signing of the contract with the successful Bidder 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 promptly 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, if
- (a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Technical Bid, except as provided in ITB 20.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract Agreement in accordance with ITB 46;
 - (ii) furnish a Performance Security in accordance with ITB 47; or
 - (iii) accept the arithmetical corrections of its bid in accordance with ITB 36.
- 21.8 If the bid security is required as per ITB 21.1, the bid security 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 shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, 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-Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to 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. 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 period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

- 22.3 A Bid submitted by a Joint venture shall be signed so as to be legally binding on all partners.
- 22.4 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 22.5 For electronic bid submission, procedures for format and signing of the bid shall be as specified in the BDS.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 Bidders shall submit their Bids as specified in the BDS. 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) If electronic bid submission is used, Bidders shall follow the procedures specified in the BDS. In such case, manual bid submission shall not be permitted.
- 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 pursuant to ITB 1.1 and any additional identification marks as specified 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 (or electronic portal) 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 for withdrawal notices, which 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 for withdrawal notices, which 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 Letter of Technical Bid or any extension thereof.
- 26.4 If electronic bid submission is used, Bidders shall follow the procedures for withdrawal, substitution, and modification specified in the BDS.
- 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 Bidders' designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1(b), 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 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 Letter of Technical Bid 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 in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.
- 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 Purchaser 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 postqualification of Bids, and recommendation of contract award, shall

not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.

- 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 postqualification 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 33.
- 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 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall use the criteria and methodologies listed in this ITB and Section 3 (Evaluation and Qualification Criteria). No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.
- Preliminary Examination**
- 31.3 The Purchaser will examine the bids, to determine whether they have been properly signed, whether required securities have been furnished, and are substantially complete (e.g., not missing key parts of the bid or silent on excessively large portions of the technical requirements). In the case where a prequalification process was undertaken for the

Contract(s) for which these bidding documents have been issued, the Purchaser will ensure that each bid is from a prequalified bidder and that, in the case of a Joint Venture, partners and structure of the Joint Venture are unchanged from those in the prequalification.

Technical Evaluation

- 31.4 The Purchaser will examine the information supplied by the Bidders pursuant to ITB 11 and ITB 16, and in response to other requirements in the Bidding document, taking into account the following factors:
- (a) overall completeness and compliance with, and deviations from, the Section 6 (Schedule of Requirements);
 - (b) type, quantity, quality, and long-term availability of maintenance services and of any critical consumable items necessary for the operation of the IT products;
 - (c) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration;
 - (d) any proposed deviations in the bid to the contractual and technical provisions stipulated in the bidding documents.
- 31.5 If specified in the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the formula, specified in Section 3 (Evaluation and Qualification Criteria), which permits a comprehensive assessment of the Bid cost and the technical merits of each Bid.
- 31.6 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Purchaser will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.
- 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 IT Products and Services specified in Section 6 (Schedule of Requirements); or
 - (ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed 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 Bids in particular, to confirm that all requirements of Section 6 (Schedule of Requirements) have been met without any material deviation, reservation, or omission.
- 32.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Document, it shall not be considered further and be rejected by the Purchaser. The Bidder shall not be permitted to correct or withdraw material deviation, reservation, or omission once bids have been opened.
- 33. Nonmaterial Nonconformities**
- 33.1 Provided that a Technical Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do 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 related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming 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. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.
- 34.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result into the disqualification of the Bid.
- 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) Letter of Price Bid 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 Most Advantageous Bid does not accept the correction of errors, its Bid shall be rejected and its bid security may be forfeited, or its Bid-Securing Declaration executed.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 38. Domestic Preference**
- 38.1 Unless otherwise specified in the BDS, domestic preference shall not apply.
- 39. Evaluation and Comparison of Price Bids**
- 39.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section 3 (Evaluation and Qualification Criteria). No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid.

Economic Evaluation

- 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) adjustment for nonmaterial nonconformities in accordance with ITB 33.3;

- (e) assessment whether the bid is abnormally low in accordance with ITB 40;
- (f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria), including factors related to the characteristics, performance, and terms and conditions of purchase of the IT Products and Services, which have been expressed in monetary terms; and
- (g) 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 IT products offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the IT products if the Contract is awarded to the Bidder;
- (b) in the case of IT products 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 IT products 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 the 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 price combinations offering optimum value for money, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

39.5 The Purchaser shall compare all substantially responsive Bids to determine the Most Advantageous Bid.

40. Abnormally Low Bids

40.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

40.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

40.3 With regard to ITB 40.2 (b) above, the Purchaser shall seek written explanation of the reasons for proposed price or costs from the bidder, including a detailed analysis of its bid prices by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the

economy of the manufacturing process, the services provided, the technical solutions chosen or any exceptionally favorable conditions available to the bidder for the supply of the IT Products and Services or for the execution of the work; or the originality of the work, supplies, or services proposed.

- 40.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may
- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
 - (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
 - (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.
- 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.
- 42. Notice of Intention for Award of Contract** 42.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

- 43. Award Criteria** 43.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined successful in line with ITB 39 to ITB 40 above.
- 44. Purchaser's Right to Vary Quantities at Time of Award** 44.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of IT Products and Services originally specified in Section 6 (Schedule of Requirements), 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.
- 45. Notification of Award** 45.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 42.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

- 45.2 Unless standstill period applies, upon notification of 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 and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 45.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract
- 45.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
 - (b) bid prices as read out at bid opening;
 - (c) name and evaluated prices of each Bid that was evaluated;
 - (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
 - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 46. Signing of Contract**
- 46.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.
- 46.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 47. Performance Security**
- 47.1 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, subject to ITB 40.4, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.
- 47.2 Failure of the successful Bidder to submit the abovementioned 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 Most Advantageous Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 48. Bidding-Related Complaints**
- 48.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

A. General	
ITB 1.1	The number for the Invitation for Bids (IFB) is: IT-03
ITB 1.1	The Employer is: The Director, Directorate of Employment & Craftsman Training, Keating Road (opp. Shillong Civil Hospital), Shillong, Meghalaya, 793001.
ITB 1.1	<p>The name of the open competitive bidding (OCB) is: Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project.</p> <p>The identification number of the OCB is: IT-03.</p> <p>The number and identification of lots comprising this OCB is: Not Applicable</p>
ITB 2.1	The Borrower is: Government of India
ITB 2.1	The name of the Project is: Supporting Human Capital Development in Meghalaya (SHCDM-II) Project.
B. Contents of Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: The Director, Directorate of Employment & Craftsman Training</p> <p>Street address: Directorate of Employment & Craftsman Training,</p> <p>Floor/Room number: 2</p> <p>City: Shillong</p> <p>ZIP code: 793001</p> <p>Country: India</p> <p>Telephone:</p> <p>E-mail: dectadbpiu3@gmail.com</p>
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: "English" for OCB
ITB 11.2 (j)	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> 1. The bidder or each member of Joint Venture/ Intended Joint Venture as the case may be, shall submit their PAN No. (Permanent Account Number) issued by the Department of Income Tax, Government of India along with the photocopy of the PAN card.

	<p>Should the bidder or each/any member of Joint Venture/ Intended Joint Venture has not been issued with such PAN No., the same shall be submitted before signing the Contract.</p> <p>2. Goods and Service tax registration certificate.</p> <p>If the bid or the Joint Venture Agreement/ Intent to enter into Joint Venture as the case may be, is signed by a person who is retired or relieved from the Government organization as a Gazetted or Non-Gazetted Officer within a period of two years preceding the deadline for the Bid submission, the bidder shall also submit a permission obtained from the organization last served by such person, allowing the person to do so.</p>
ITB 11.3 (c)	The Bidder shall submit with its Price Bid the following additional documents: Not Applicable
ITB 12.2	The units and rates in figures entered into the Price Schedules should be type written or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted
ITB 14.5	The Incoterms edition is: Not Applicable
ITB 14.6(b)(i)	For IT Products and Services offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: Not Applicable
ITB 14.6(b)(ii)	In addition to the above, the Bidder shall quote prices for IT Products and Services offered from outside the Purchaser's country using the following Incoterms: Not Applicable
ITB 14.6(c)	All costs incidental to the performance of the services, as incurred by the Supplier: Yes.
ITB 14.8	The prices quoted by the Bidder shall not be adjusted during the performance of the contract.
ITB 14.9	Prices quoted for each lot shall correspond at least to 100% of the items specified in Section 6.
ITB 19.2	Not Applicable
ITB 19.3	The Bidder shall be required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country.
ITB 20.1	The bid validity period shall be 120 (One Hundred Twenty) days.
ITB 21.1	The Bidder shall furnish a bid security in the amount of INR 6,00,000/- (Rupees Six Lacs Only).
ITB 21.2	The ineligibility period will be 3(Three) years
ITB 21.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a

	Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within 7 (seven) days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: One (Copy Bid)
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: A power of attorney specifying the representative's authority to sign the bid on behalf of, and to legally bind, the bidder. If the bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award
ITB 22.2	The Bidder shall submit an acceptable authorization within 14 (fourteen) days.
ITB 22.5	Electronic procedures for format and signing of the bid shall be: Not Applicable
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall submit their Bids by mail or by hand.
ITB 23.1(b)	Electronic bidding submission procedures shall be: Not Applicable
ITB 23.2(c)	<p>The additional identification marks are:</p> <ol style="list-style-type: none"> 1. First Envelope- All technical proposal documents to be put in a single envelope, sealed and marked as "Technical Proposal for Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project" – One Original & One Copy. 2. Second Envelope – Financial proposal to be put in another envelope, sealed and marked as "Financial Proposal for Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project" -One Original & One Copy. 3. Third Envelope- Both the first and second envelopes to be put in another envelope, sealed and marked as "Bid for Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project."- One Original & One Copy.
ITB 24.1	For bid submission purposes only, the Employer's address is:

	<p>Attention: The Director, Directorate of Employment & Craftsman Training</p> <p>Street address: Keating Road (opp. Shillong Civil Hospital)</p> <p>Floor/Room number: 2</p> <p>City: Shillong</p> <p>ZIP code: 793001</p> <p>Country: India</p>
ITB 24.1	<p>The deadline for bid submission is:</p> <p>Date: 11 July 2025</p> <p>Time: 15:00 Hours (IST)</p>
ITB 26.4	Electronic procedures for withdrawal, substitution, and modification shall be: Not Applicable
ITB 27.1	<p>The technical bid opening shall take place at:</p> <p>Directorate of Employment & Craftsman Training</p> <p>Street address: Keating Road (opp. Shillong Civil Hospital)</p> <p>Floor/Room number: 2</p> <p>City: Shillong</p> <p>Country: India</p> <p>Date:</p> <p>Time: 15:30 Hours (IST)</p>
ITB 27.1	The electronic bid opening procedure shall be as follows: Not Applicable
ITB 27.6	The Letter of Technical Bid shall be initialed by 3(three) Technical Committee representatives of the Employer attending Technical Bid opening.
ITB 27.11	The Letter of Price Bid and Price Schedules shall be initialed by 3 (three) Technical Committee representatives of the Employer attending Bid opening.
E. Evaluation and Comparison of Bids	
ITB 31.5	The Purchaser's evaluation of responsive Bids will take into account the following technical factors, in addition to cost factors as specified in Section 3 (Evaluation and Qualification Criteria):

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4	Adequacy and quality of the proposed methodology, and work plan in responding to the Schedule of Requirement stipulated in Section 6	Parameters	Assigned Marks
		Understanding of the objective and scope of work	10
		Proposed Work Plan	10
		Technical Presentation consists of approach and methodology along with quality assurance protocols and processes	10
Total		100	

The minimum score for technical competence is 70 and bids scoring below this score will not be further considered for evaluation.

The Bidder shall be selected based on Combined Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weight age of 80% and Financial Proposal will be allotted weight age of 20%.

- The proposals will be awarded technical marks based on Technical Evaluation Criteria explained above.
- All bidders scoring more than 70 will be invited for opening of financial bids.
- The formula for determining the technical score (T) of the shortlisted Proposals will be calculated as below:

$$T = 100 \times T_n / T_m$$
 in which T is the technical score, "T_m" is the highest Technical Marks, and "T_n" is the technical marks of the proposal under consideration
- The formula for determining the financial score (P) of all the shortlisted Proposals will be calculated as below:

$$P = 100 \times F_m / F_n$$
 in which P is the financial score, "F_m" is the lowest price, and "F_n" is the price of the proposal under consideration
- The weightage given to the technical (T) and financial (P) Proposals is 80 and 20 respectively
- Proposals will be ranked according to their combined Technical (T) and Financial (P) scores calculated through the following formula: - $S = T \times 80\% + P \times 20\%$

ITB 34.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 37.1	<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: INR</p> <p>The source of the selling exchange rate shall be: Reserve bank of India</p> <p>The date for the selling exchange rate shall be: Bid closing date</p>
ITB 38.1	Domestic preference shall not apply.
ITB 42.1	Standstill provisions shall not apply.
F. Award of Contract	
ITB 44.1	<p>The maximum percentage by which quantities may be increased is: 15% (Fifteen Percent)</p> <p>The maximum percentage by which quantities may be decreased is: 15% (Fifteen Percent)</p>
ITB 48.1	<p>The procedures for bidding-related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>For the attention: The Director,</p> <p>Title/position: Head of the Department</p> <p>Employer: Directorate of Employment & Craftsman Training</p> <p>E-mail address: dectadbpiu3@gmail.com</p>

Section 3: Evaluation and Qualification Criteria

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1. Technical Evaluation

1.1 Technical Criteria (ITB 31 and ITB 32)

If, in addition to the cost factors, the Employer has chosen to give weightage to important technical factors, the total technical score assigned to each Bid in the Evaluated Bid Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the bid, in accordance with the criteria set forth below.

- (a) The general technical features to be evaluated are defined below and specific ones are identified in the BDS:
 - (i) Performance, capacity, or functionality features that either exceed the levels specified in Section 6 as mandatory (Schedule of Requirements), and/or influence the life cycle cost and effectiveness of the IT products.
 - (ii) Usability features, such as ease of use, ease of administration, or ease of expansion, which influence the life cycle cost and effectiveness of the IT products.
 - (iii) The quality of the Bidder's proposed arrangements for management and coordination, training, quality assurance, technical support, logistics, problem resolution, and transfer of knowledge, and other such activities as specified by the Purchaser in Section 6 (Schedule of Requirements).
- (b) Feature scores will be grouped into a small number of evaluation categories, generally defined below and specifically identified in the BDS:
 - (i) The technical features that reflect how well the IT Products and Services meet the Purchaser's business requirements (including quality assurance and risk-containment measures associated with the implementation of the IT Products and Services).
 - (ii) The technical features that reflect how well the IT Products and Services meet the system's functional performance standards.
 - (iii) The technical features that reflect how well the IT Products and Services meet the general technical requirements for hardware, software, and services.
- (c) As specified in the BDS, each category will be given a weightage and within each category each feature may also be given a weightage.

2. Qualification Criteria

2.1 Eligibility

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

2.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI - 2
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid; Forms ELI – 1 and ELI - 2
--	-----------------------	-----------------------	-----------------------	----------------	--

2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
--	-----------------------	-----------------------	-----------------------	----------------	-------------------------

2.2 Historical Contract Nonperformance

2.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract ^a did not occur as a result of agency's default since 1 January 2020.	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not Applicable	Form CON-1

^a Nonperformance, as decided by the Purchaser/Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Purchasers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

^b This requirement also applies to contracts executed by the Bidder as Joint Venture partner.

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid

2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply.

2.3 Experience and Technical Capacity

2.3.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Successful completion end-to-end IT& MIS enabled web-based solution during the last 3 (three) financial years i.e., 2022-2023, 2023-2024, 2024-2025 for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency/ Private University/ Private Educational Establishment in India having</p> <ul style="list-style-type: none"> ➤ Having at least 1 (one) project with project value >= INR 2 (two) crore. ➤ Having at least 2 (two) projects with project value >= INR 1.25 (one point two five) crore for each project. ➤ Having at least 3 (three) projects with project value >= INR 1 (one) crore for each project. <p>with nature, and complexity similar to the scope of requirements described in Section 6 (Schedule of Requirements).</p>	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1 ^a

^a In addition to the submission of Form EXP-1, the Bidder shall provide the Signed Contract Agreement.

2.3.2 Technical Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder shall demonstrate that the IT products offered have	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 2 ^a
(i) The bidder should have similar experience in end-to-end IT& MIS enabled web-based solutions during the last 3 (three) financial years i.e., 2022-2023, 2023-2024, 2024-2025 with project value of INR 1 (one) crore for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency/ Private University/ Private Educational Establishment in India. (3rd Party Solutions will not be considered)					
(ii) Total no. of users/ officials/ registered students (candidates) in a single implementation for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency/ Private University/ Private Educational Establishment in India during last 3 financial years i.e., 2022-2023, 2023-2024, 2024-2025 in India. (3rd Party Solutions will not be considered)					
(iii) The bidder is in operation for a minimum of 10 (ten) years.					

^a In addition to the submission of Form EXP-1, the Bidder shall provide the Signed Contract Agreement.

2.3.3 Production Capacity

Not Applicable

2.4 Financial Situation

2.4.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements for the last 3 (three) financial years (i.e. FY 2021-22, 2022-2023 and 2023-2024) to demonstrate the current strength of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1

2.4.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover of INR 5 (five) crore calculated as total payments received by the Bidder for contracts completed or under execution over the last 3 (three) financial years (i.e. FY 2021-22, 2022-2023 and 2023-2024).	Must meet requirement	Must meet requirement	Must meet _____ of the requirement	Must meet _____ of the requirement	Form FIN - 2

3. Economic Evaluation

3.1 Economic Criteria

3.1.1 Adjustment for Scope

3.1.1.1 Local Handling and Inland Transportation

Not Applicable

3.1.1.2 Minor Omissions or Missing Items

Not Applicable

3.1.2 Adjustment for Deviations from the Terms of Payment

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

3.1.3 Adjustment for Deviations in the Delivery and Completion Schedule

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

3.1.4 Operation and Maintenance (O&M) Costs

Operation and Maintenance (O&M) shall be provided as per Schedule specified in Section 6 (Schedule of Requirement)

3.1.5 Spare Parts

Not Applicable

3.1.6 Performance and Productivity of the IT Products

Not Applicable

3.1.7 Other Criteria in Accordance with ITB 39.2(f)

Not Applicable

3.2 Combined Evaluation

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to ITB 39.

If indicated by the BDS, the Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

The Bidder shall be selected based on Combined Quality cum Cost Based System (QCBS), whereby technical proposal will be allotted weightage of 80% and Financial Proposal will be allotted weightage of 20%.

- i. The proposals will be awarded technical marks based on Technical Evaluation Criteria explained above.
- ii. All bidders scoring more than 70 will be invited for opening of financial bids.
- iii. The formula for determining the technical score (T) of the shortlisted Proposals will be calculated as below:
$$T = 100 \times T_n / T_m$$
in which T is the technical score, "T_m" is the highest Technical Marks, and "T_n" is the technical marks of the proposal under consideration
- iv. The formula for determining the financial score (P) of all the shortlisted Proposals will be calculated as below:
$$P = 100 \times F_m / F_n$$
in which P is the financial score, "F_m" is the lowest price, and "F_n" is the price of the proposal under consideration
- vi. The weightage given to the technical (T) and financial (P) Proposals is 80 and 20 respectively
- vii. Proposals will be ranked according to their combined Technical (T) and Financial (P) scores calculated through the following formula: - $S = T \times 80\% + P \times 20\%$

The Bid with the highest Evaluated Bid Score among all the responsive Bids shall be the Most Advantageous Bid, provided the Bidder was prequalified and/or was found to be qualified to perform the Contract in accordance with ITB 34.

3.3 Price Evaluation [100-X%]

The Employer will evaluate price bids, pursuant to ITB Clause 39, using the above weightage calculation.

3.4 Domestic Preference

3.4.1 Method of Application

Domestic preference shall not apply.

3.5 Multiple Lots (Contracts)

Not Applicable

Section 4: Bidding Forms

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Letter of Technical Bid

-- Note --

The Bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
 Open Competitive Bidding (OCB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

To: *[insert complete name of the Employer]*

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) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section 6 (Schedule of Requirements), the following IT Products and Services:

Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project.

- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 (One Hundred Twenty) days starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) We undertake, if our bid is accepted, to commence work on the IT Products and Services and to achieve installation and acceptance within the respective times stated in the Bidding Documents.
- (f) We hereby certify that all the software offered in this bid and to be supplied under the Contract is either owned by us or, (ii) covered by a valid license from the proprietor of the software.
- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (h) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: _____

- (ii) Details about the conflict of interest: _____
- (i) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, 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.
- (j) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹
- (k) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: _____
- (ii) Reason for the ongoing investigation / allegations: _____
- (l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

- (i) Name of Institution: _____
- (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
- (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____
- (m) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers,

¹ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
 - (ii) Court, area of jurisdiction and/or the enforcement agency: _____
 - (iii) Resolution [*i.e. dismissed; settled; or convicted/duration of penalty*]: _____
 - (iv) Other relevant details [*please specify*]: _____
- (n) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
 - (ii) Jurisdiction of the restriction: _____
 - (iii) Other relevant details: _____
- (o) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser's country and/or are not prohibited to receive payments for particular goods or services by the Purchaser's country 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.
- (p) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.²

Name of Recipient	Address	Reason	Amount
.....
.....

- (q) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (h), (j), (k), (l), (m), (n), (o) and (p) of this Letter of Technical Bid.
- (r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].³

² If none has been paid or is to be paid, indicate "None".

³ Use one of the two options as appropriate.

- (s) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (t) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (u) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (v) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (w) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Letter of Price Bid

- Note -

The Bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the Bidder's complete name and address.

Date: _____
 Open Competitive Bidding (OCB) No.: _____
 Invitation for Bid (IFB) No.: _____
 Alternative No.: _____

To: *[insert complete name of the Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to supply in conformity with the Bidding Document and in accordance with Section 6 (Schedule of Requirements), the following IT Products and Services:

Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project.

- (d) The total price of our Bid, excluding any discounts offered in item (d) below, is

[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 Letter of Price Bid may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: *[specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: *[specify in detail the method that shall be used to apply the discounts]*

- (f) Our Bid shall be valid for a period of 120 (One Hundred and Twenty) days starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

- (g) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.
- (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) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedules

The Bidder shall complete and submit with its Bid the Price Schedules pursuant to ITB 12 and in accordance with Part 2 Supply Requirements, Section 6 (Schedule of Requirements). The list of items in column 1 of the Price Schedules shall coincide with the Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project specified by the Purchaser/ Employer in the Schedule of Requirements.

The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form. Price Schedules not presented accordingly may be considered nonresponsive. Any necessary alterations due to errors, etc., shall be signed by the Bidder

Price Schedule for Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project Within the Purchaser's Country

Name of Bidder _____ IFB Number _____ Page ____ of ____

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price	Total Price per Item	Sales and Other Taxes Per Item (Applicable Taxes)	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
Total Amount								

Notes:

Column 4:	In accordance with margin of preference ITB 38, if applicable. Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.
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Column 6:	<p>Incoterm in accordance with ITB 14</p> <p>Currency in accordance with ITB 15</p> <p>Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.</p>
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Column 8: Payable in the Employer's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Grand Summary

	Total Price (in INR)
Price Component	
Hiring of an agency for Design, Development, Commissioning and Operation & Maintenance of Management Information System (MIS) for Industrial Training Institutes (ITIs) under Supporting Human Capital Development in Meghalaya (Phase 2) Project	
Total Bid Price (to be carried forward to the Letter of Price Bid)	

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid Security and Bid-Securing Declaration

When requested in the Bid Data Sheet, the Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a Bid Security.

In case of an unconditional guarantee issued by a bank, the Bidder shall use the Bid Security Form included in this section or another form acceptable to the Purchaser prior to bid submission pursuant to ITB 21.3. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for number of days as specified in the BDS beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.

If a Bid-Securing Declaration is specified pursuant to ITB 21.1 the Bidder shall use the form included in this section.

Bid Security Bank Guarantee

*[insert bank's name, and address of issuing branch or office]*⁴

Beneficiary: *[insert name and address of the Purchaser]*
Date: *[insert date]*
Bid Security No.: *[insert number]*

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.⁵

[Authorized signature(s) and bank's seal (where appropriate)]

⁴ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁵ Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458" as appropriate.

Bid-Securing Declaration

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

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

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

To: *[insert complete name of the Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Employer that our Bid-Securing Declaration is executed, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Technical Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

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

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

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

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

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

Corporate Seal *(where appropriate)*

AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: _____

Name and address of Purchaser/Employer:

[together with successors and assigns].

We have been informed that [name of Contractor] (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Contractor, we [name of affiliated company] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [Rules or Arbitration provided in the Contract]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:..... Signed by:

(signature)

(signature)

.....

.....

(*name*)

(name)

(position in parent/subsidiary company)

(position in parent/subsidiary company)

Date:.....

-- Note --

If permitted in accordance with ITB 34.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Purchaser in determining its qualifications.

Bidder's Qualification

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

Form ELI - 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)			
Attached are copies of the following documents: <ol style="list-style-type: none"> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5 			

Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture Information			
Bidder's legal name			
		Information of Joint Venture Partner	If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address (es)		
	Postal address (es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)			
Attached are copies of the following documents: <ol style="list-style-type: none"> 1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm named above, in accordance with ITB 22.2 3. In the case of a government-owned enterprise, in accordance with ITB 4.5 			

Form CON – 1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
Choose one of the following: <input type="checkbox"/> No nonperforming contracts. <input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (INR equivalent)	Total Contract Amount (INR equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Purchaser: [insert full name] Address of Purchaser: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement.

Contractual Experience		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	<input type="checkbox"/> Service Provider <input type="checkbox"/> Supplier <input type="checkbox"/> Subcontractor	
Total Contract Amount	INR	
If partner in a Joint Venture or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with 2.3.1 of Section 3 (Evaluation and Qualification Criteria)		
Successful completion of IT& MIS enabled web-based solutions during the last 3 (three) financial years i.e., 2022-2023, 2023-2024, 2024-2025 with project value of INR 1 (one) crore for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency/ Private University/ Private Educational Establishment in India similar to the scope of requirements described in Section 6 (Schedule of Requirements).		

- Note -

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

Form EXP - 2: Technical Experience

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement.

Technical Experience	
Name of Product	
Manufacturer:	Address and Nationality:
Requirements in Accordance with Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria)	
(i) Total minimum 15000 nos. of users/ officials/ registered students (candidates) in a single implementation for any Central Govt. / State Govt. / NSDC / State Skill Development Mission / Multilateral Funding Agency/ any other Government agency/ Private University/ Private Educational Establishment in India during last 3 financial years i.e., 2022-2023, 2023-2024, 2024-2025 in India.	
(ii) The bidder is in operation for a minimum of 10 (ten) years.	

- Note -

This form shall only be included if Criterion 2.3.2 of Section 3 (Evaluation and Qualification Criteria) is applicable. Add pages as necessary. The Purchaser reserves the right to verify authenticity of Bidder submissions.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Data for Previous ____ Years [in INR]		
Year 1:	Year 2:	Year ____:

Information from Balance Sheet

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

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

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

- Note -

This form shall only be included if Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria) is applicable.

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

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover (in INR) Data for the Last ____ Years			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Turnover			

- Note -

This form shall only be included if Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria) is applicable.

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents that We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name)son/daughter/wife of.....and presently residing at.....who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for the "Selection of Training Service Provider (TSP) for Imparting Skills Training in Meghalaya to 300 trainees in Electrician / Advanced Electrician course under Supporting Human Capital Development in Meghalaya (SHCDM-II) Project."

The attorney is fully authorized for providing information/ responses to the RFQ, representing us in all matters before the MSSDS including negotiations with the MSSDS, signing and execution of all agreements including the contract and undertakings consequent to acceptance of our proposal, and generally dealing with the MSSDS in all matters in connection with or relating to or arising out of our proposal for the said assignment AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF

For.....;

(Signature, name, designation and address)

Accepted (Signature)

(Name, Title and Address of the Attorney)

Witnesses:

- 1.
- 2.

Notes: To be executed on Rs 100/= stamp paper

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed

Note- For Joint Venture, the Bidder should submit the Power of Attorney for lead member of Consortium/ Joint Venture as per ITB 4.

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing as per the Schedule of Requirement (Section 6).

The suggested structure of the Technical Proposal is as follows:

- (i) **Technical Approach, Methodology, and Organization of the Consultant's Team.** *Explain understanding of the objectives of the assignment as outlined in the Schedule of Requirement (Section 6), the technical approach, and the methodology that would be adopted for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team.*

Note- *Do not repeat the Schedule of Requirement (Section 6) here.*

- (ii) **Work Plan and Staffing.** *Outline the plan for the implementation of the main activities or tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Schedule of Requirement (Section 6) and ability to translate them into a feasible work plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.*

CURRICULUM VITAE (CV) FOR PROPOSED MANPOWER

1. **Proposed Position:** *[Expertise proposed in Schedule 6]*
2. **Name of Firm:** *[Insert name of firm proposing the expert, if applicable]*

(Do not abbreviate or use symbols in any portion of the firm or individual name)
3. **Name of Expert:** *[Consultant Name]*

(Do not abbreviate or use symbols in any portion of the firm or individual name)
4. **Current Residential Address:**

Telephone No.:

Fax No.:

E-Mail Address:
5. **Date of Birth:**

Citizenship⁶:

Type of government ID and ID Number.

(please attach a copy of the ID to this form)
6. **Education:** *[Indicate college or university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]*

⁶ For proposed national experts who are individuals of ADB member countries and have appropriate authorization to legally reside and work in the country of the assignment, but do not hold the nationality of that country, provide supporting documentation as a TECH-6B attachment.

7. Membership in Professional Associations:

8. Other Trainings: *[Indicate significant training since degrees under 5 - Education were obtained]*

9. Countries of Work Experience: *[List countries where expert has worked in the last 10 years]*

10. Languages: *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*

11. Employment Record *[Starting with present position, list in reverse order every employment held by expert since graduation, providing for each employment (see format here below): dates of employment, name of employing organization, positions held.]*

From *[Month/Year]*: _____

To *[Month/Year]*: _____

Employer: _____

Positions held: _____

12. A. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 12.]

Name of assignment or project: _____

Month and Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

14. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified in Section 6 provided team mobilization takes place within the validity of this proposal;
- (iv) I was not part of the team who wrote the terms of reference for this consulting services assignment;
- (v) I do not have conflict of interest in accordance with ITB 4.3;
- (vi) I am not subject to any national or international sanctions, temporary suspension or debarment by ADB or other multilateral development banks (MDB);
- (vii) I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[insert name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.
- (viii) I have not been found guilty or convicted of any violation of law that is not a minor traffic violation.
- (ix) I can accept payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer.
- (x) I understand that it is my obligation to notify the Client and ADB should I become subject to any national or international sanction, including becoming ineligible to work with ADB or other MDBs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of an offence excluding minor traffic violations

If the answer to any of the declarations above is NO, please provide details:

If the CV is signed by the firm's authorized representative, insert:

- (xi) I, as the authorized representative of the firm submitting this Proposal for the *[insert name of project and contract]*, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of expert or authorized representative of the firm]

Day/Month/Year

Full name of authorized representative

Section 5: Eligible Countries

1. Afghanistan
2. Armenia
3. Australia
4. Austria
5. Azerbaijan
6. Bangladesh
7. Belgium
8. Bhutan
9. Brunei Darussalam
10. Cambodia
11. Canada
12. People's Republic of China
13. Cook Islands
14. Denmark
15. Fiji
16. Finland
17. France
18. Georgia
19. Germany
20. Hong Kong, China
21. India
22. Indonesia
23. Ireland
24. Israel
25. Italy
25. Japan
26. Kazakhstan
28. Kiribati
29. Republic of Korea
30. Kyrgyz Republic
31. Lao PDR
32. Luxembourg
33. Malaysia
34. Maldives

35. Marshall Islands
36. Federated States of Micronesia
37. Mongolia
38. Myanmar
39. Nauru
40. Nepal
41. Netherlands
42. New Zealand
43. Niue
44. Norway
45. Pakistan
46. Palau
47. Papua New Guinea
48. Philippines
49. Portugal
50. Samoa
51. Singapore
52. Solomon Islands
53. Spain
54. Sri Lanka
55. Sweden
56. Switzerland
57. Taipei, China
58. Tajikistan
59. Thailand
60. Timor-Leste
61. Tonga
62. Türkiye
63. Turkmenistan
64. Tuvalu
65. United Kingdom
66. United States
67. Uzbekistan
68. Vanuatu
69. Viet Nam

Section 6: Schedule of Requirements

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1. Background

1. The Government of Meghalaya, under the “Supporting Human Capital Development in Meghalaya – Phase 2 (SHCDM 2)” project, is launching an initiative to strengthen vocational training outcomes through a state-of-the-art Management Information System (MIS) for all government Industrial Training Institutes (ITIs). This effort aligns with the project’s goal of enhancing the quality and relevance of skill development (Output 3 and Output 4 of SHCDM 2) by leveraging technology to improve institutional capacity and service delivery. The MIS will serve 13 Government ITIs (covering approximately 500 staff -instructors and non-teaching; 3500 trainees) as a unified digital platform to manage the entire trainee lifecycle – from admissions and training to certification, placement, and alumni services. By digitizing and integrating ITI operations, the system aims to improve efficiency, transparency, and accountability in vocational education across the state.
2. Key drivers for this MIS include the need to automate manual processes, enable data-driven decision making, and provide real-time access to information for all stakeholders. Given the limited digital literacy of some staff and the infrastructural challenges in remote areas, the solution will adopt a mobile-first design with offline capability – ensuring that even with patchy internet connectivity, critical functions can be accessed on smartphones and data will sync once back online. The platform will support multilingual interfaces (English and local languages such as Khasi and Garo) to maximize usability among users.

2. Key Objectives

The MIS is envisioned as a centralized, integrated platform to improve the quality, efficiency, and accountability of ITI management. The key objectives of the MIS are to:

- i. Digitize ITI Functions: Fully automate administrative, operational, and academic processes – from admissions, attendance, and examinations to stipend disbursement and reporting – thereby reducing paperwork and manual effort.
- ii. Streamline Workflows: Simplify and speed up institutional workflows (e.g. approvals for procurement or maintenance) to improve service delivery and responsiveness to trainees.
- iii. Track the Student Lifecycle: Enable end-to-end student lifecycle management – efficiently tracking each trainee’s journey from enrollment and daily attendance to skill assessments, certification, and job placement. This will help identify at-risk students and ensure timely interventions.
- iv. Provide Real-Time Data & Analytics: Offer real-time access to performance data through dashboards and reports for administrators, policymakers, and institute staff. The MIS will support analytics for evidence-based planning, allowing leadership to monitor key indicators (enrollments, dropout rates, placement rates, etc.) and make informed policy decisions.
- v. Enhance Transparency & Accountability: Improve transparency by maintaining accurate digital records (attendance, financial transactions, assets, etc.) and facilitating data exchange with national platforms (e.g. NCVT MIS, Bharat Skills). Interoperability with existing state/national systems will ensure seamless reporting and reduce duplication of data entry.
- vi. Strengthen Capacity & Inclusion: Strengthen institutional capacity through digital transformation and training. The MIS will be user-friendly and accessible, featuring a mobile-responsive interface and local language support to accommodate users with low digital literacy. Comprehensive user training and change management will accompany the rollout. By modernizing ITI management, the system will promote accountability and improve the overall quality of training delivery.

3. Scope of Work

The selected implementation agency is expected to deliver a comprehensive end-to-end solution encompassing system design, development, deployment, and ongoing maintenance of the MIS. The scope of work includes, but is not limited to, the following components:

- 3.1. Needs Analysis & Requirements Gathering:** Conduct a thorough assessment of the ITI ecosystem to capture detailed user requirements. This involves field visits, surveys, and interviews with stakeholders at all levels (trainees, instructors, principals, Directorate officials). The agency will review existing documentation (approach papers, current databases) and analyze current processes to ensure the MIS design addresses both current and future needs. This phase includes identifying information flows, reporting requirements, and pain points in the existing system. Any existing ICT systems or data sources should be studied for potential integration or data migration. The output of this phase will be a comprehensive Requirement Assessment Report documenting user requirements, process flows, and the proposed system specifications.
- 3.2. System Design & Architecture:** Based on the requirements, design a robust, scalable, and secure MIS architecture tailored to ITI needs. The architecture should be modular – separating functional modules but maintaining a single source of truth through a centralized database. Key design principles must include a mobile-first responsive UI, offline functionality, and role-based access controls for different user groups. All stakeholder roles – trainees/students, instructors, ITI principals and staff, Directorate administrators, and external employers (for the placement module) – will have defined access permissions and user interfaces appropriate to their needs. The design should ensure ease of use, with intuitive navigation and minimal data entry (leveraging dropdowns, barcode/QR scanning, etc., to reduce typing). It should also plan for multilingual support and adherence to accessibility standards so that the platform is inclusive. The agency will develop a detailed Functional Requirement Specification (FRS) and System Requirement Specification (SRS) for approval, capturing the system architecture, data models, user workflows, and security/privacy measures.
- 3.3. Core Module Development:** Develop the core functional modules of the MIS as per the approved design. At minimum, the system must include the following modules (integrating with each other via a central database):
- a) **Admissions & Outreach:** Online student registration and admission management module to handle applications, merit list generation, and admissions counseling. This will include an applicant portal (web/mobile) for form submission with document upload, scheduling of counseling or aptitude tests, and tools for ITI staff to track inquiries. It should integrate with communication channels (SMS, WhatsApp) to send admission notifications and reminders to applicants, especially to improve outreach in remote areas. Basic analytics will track application numbers, conversion rates, and seat fill rates by trade and institute.
 - b) **Student Information & Attendance:** Module to maintain student profiles, enrollment details, and daily attendance records. It will manage class/batch scheduling and link students to their trade and instructors. Biometric attendance device integration (and a backup manual mode) will allow automatic capture of attendance data. Alerts/notifications should be triggered for low attendance to enable early counseling interventions. This module also records internal assessment scores, exam results, and progression status, thereby providing a full academic record for each trainee. Such student lifecycle tracking ensures every step from admission to course completion is documented, feeding into eligibility checks for stipends and certification.

- c) **Consumables, Inventory & Equipment Management:** A dedicated module to track training materials and equipment inventory across all ITIs. For consumables (e.g. raw materials, workshop supplies), the system will log stock levels, usage by instructors, and auto-calculate reorders with alerts when stock falls below thresholds. For durable assets (tools, machines), it will maintain an asset registry with details like purchase date, maintenance history, and operational status. The module should allow instructors or staff to flag equipment as faulty, which auto-creates a maintenance request/ticket and notifies the responsible authority or service provider. It will track the resolution of each maintenance issue to minimize downtime. Institute principals and the Directorate must be able to view inventory and equipment status reports (e.g. % of machines operational, average time to repair) to inform budgeting and ensure that lack of materials or broken equipment never disrupt training.
- d) **Financial Management (Stipends & Payments):** Handle trainee stipend disbursement and financial transactions in an efficient, transparent manner. The system will generate monthly stipend eligibility lists based on attendance criteria and integrate with electronic payment systems to transfer stipends directly to students' bank accounts. Ideally, a secure payment gateway or bank API will be used for bulk payments (to avoid delays of manual processes), and the system will reconcile transaction statuses and record any failed payments for follow-up. Role-based workflows should allow ITI principals or authorized staff to verify and approve stipend disbursement lists each cycle before funds are released. The module will also support basic accounting of other institute-level payments (e.g. procurement expenditures) and generate expenditure reports, aiding in budget utilization tracking. Security and compliance must be ensured.
- e) **Certificate Issuance & Verification:** Facilitate generation and verification of course certificates for trainees. For NCVT-affiliated trades, the MIS should interface with the NCVT MIS platform or relevant APIs to upload student results and fetch official certificate data. This ensures authenticity and eliminates manual data entry for national certificates. For state-level short-term courses or cases where NCVT certificates are delayed, the system can generate provisional certificates with security features (e.g. QR codes) for immediate use. Each student's certification status (pass, fail, re-test eligibility) will be tracked in their profile, and a repository of all certificates (scanned or digitally generated) will be maintained. The system should enable alumni to retrieve their certificates and employers to verify a certificate's authenticity online (via QR code scan or unique ID). This module will streamline what is currently a manual, time-consuming process, ensuring that every successful trainee promptly receives verifiable credentials.
- f) **Placement & Alumni Services (Hybrid Job Marketplace):** A two-faceted placement module to support (a) formal job placements for graduates and (b) a gig economy style marketplace for skilled services. On the formal placement side, the system will maintain a database of employers and job openings, allowing employers (industry partners, companies) to register on the platform and post vacancies or apprenticeship opportunities. The MIS will intelligently match final-year trainees and alumni to relevant jobs based on their trade, skills, and location, and notify them through the mobile app and messaging channels. Trainees can apply digitally, and placement officers can track the status of applications, interviews, and outcomes through the system. Additionally, an alumni tracking feature will log where each graduate is employed (organization, job role, salary, start date) and allow uploading of placement verification documents for reporting purposes.
- g) The second facet is an integrated services marketplace (inspired by platforms like Urban Company) where ITI alumni or senior trainees can offer skilled services directly to the community. Through the mobile app, local citizens or businesses can search for vetted service providers (electricians, plumbers, beauticians, etc. certified by ITIs), view profiles and ratings, and request their services. The system will notify the selected alumni to schedule and fulfill the job, and can

record the engagement as part of the graduate's employment outcomes (categorized as self-employment). Basic transaction support (service confirmations, collecting feedback ratings, and even payments if feasible) should be included to facilitate these gig jobs. This innovative feature expands livelihood opportunities for ITI graduates and raises the visibility of ITI-trained youth in the local economy. The platform should incorporate safeguards and quality features like user ratings, and the ability for administrators to moderate listings, ensuring trust and safety on the marketplace. Overall, this module ensures the MIS not only tracks placements but actively enables employment and entrepreneurship pathways for trainees.

- h) **Teacher Management Information System (TMIS):** A module to digitize instructor and staff records, attendance, and performance management. It will maintain a profile for each instructor (qualifications, expertise, employment status) and track their postings across the 13 govt. ITIs. Using the attendance integration, the system records teacher attendance and punctuality (via biometric or manual logs), giving principals and the Directorate visibility into instructor availability. The TMIS will also record training or professional development undertaken by teachers (such as Training of Trainers programs) and flag any certification expirations or contract renewal dates with automated alerts. A performance monitoring sub-feature can compile student feedback on courses, student success rates, and other KPIs to help evaluate teaching effectiveness. The system should generate reports like an instructor's yearly attendance percentage, classes conducted, and training programs completed, which can feed into performance appraisals or identify needs for additional training. By consolidating teacher data, the TMIS helps in proactive HR management and equitable deployment of instructors across trades and institutes (e.g. identifying gaps where a trade has no certified instructor).
- i) **Communication & Outreach Tools:** Built-in communication channels to improve stakeholder engagement and keep all users informed. The MIS will integrate messaging via SMS and WhatsApp to send automated alerts and notifications for important events – for example, reminders to students about upcoming exams, alerts to parents/guardians if a student has low attendance, announcements of new courses or admission deadlines, and job opportunity alerts to alumni. The platform will utilize an API-based SMS gateway and the WhatsApp Business API to deliver these messages at scale. Interactive chatbot functionality should be enabled for common queries via WhatsApp or the web portal – e.g., a prospective student can send a keyword and receive an automated reply with the latest admission information. The communications module may also interface with social media channels to amplify outreach (for instance, posting updates to an ITI's Facebook page or sharing success stories in local languages). All outgoing communications should be logged, and basic analytics (delivery status, open rates, responses) should be available to administrators to gauge engagement. By using familiar channels and local language content, this component will ensure high adoption among users and community, bridging the digital divide in areas where proactively pushing information is more effective than expecting users to log in regularly.
- j) **Dashboards & Analytics:** A comprehensive analytics and reporting module that aggregates data from all other modules into intuitive dashboards. Different user roles will have customized dashboards: for example, Instructors can see their class's attendance and any pending tasks; ITI Principals get an overview of their institute's key metrics (enrollments vs. capacity, attendance rates, dropout numbers, inventory alerts, stipend disbursement status, placements, etc.); and the Directorate and higher officials can view statewide summaries combining data from all 13 govt. ITIs (seat utilization, trade-wise performance, overall placement rates, female enrollment percentage, budget utilization, etc.). The dashboards should include charts and trend visualizations (e.g. attendance trends over time, comparative performance across institutes) and highlight any red-flag situations (such as an institute not updating data or a sudden decline in outcomes). In addition to dashboards, the system must support on-demand reports and data

export – including pre-defined standard reports (like monthly attendance registers, stipend distribution list, annual training performance report) and ad-hoc query-based reporting for advanced analysis. The design should incorporate a data warehouse or archival mechanism to store historical data for year-on-year analysis. Where feasible, incorporate business intelligence features to generate predictive insights (e.g. flagging students likely to drop out based on patterns) to support proactive management. Ultimately, this module will promote a culture of data-driven decision making, enabling continuous monitoring and evaluation of the ITI system's performance.

3.4. Integration & Interoperability: Ensure that the MIS seamlessly integrates with external systems and databases as required. Key integrations include the National Council for Vocational Training MIS (for fetching exam results and certificate data), BharatSkills or other e-learning platforms (to possibly pull in curriculum or learning materials in Phase 2), and financial systems such as PFMS/bank APIs for stipend payments. The system should also be designed to interface with any relevant state-level systems. All data exchange must comply with defined standards and maintain security. The agency must ensure interoperability such that adding new modules or connecting to new external services in the future will be feasible without significant rework.

3.5. Governance Framework & Security: Develop a comprehensive governance framework for the MIS to ensure its sustainable operation and data security. This will define, inter alia:

- a) **Standard Operating Procedures:** Documentation of all work processes and workflows for using the MIS across user groups (e.g. steps for a principal to approve a stipend list, process for an employer to post a job, etc.) – ensuring that system usage is embedded in everyday institutional processes.
- b) **Data Management and Quality Control:** Guidelines for data entry, data migration (for bringing in legacy records), and ongoing data updates by responsible personnel. This includes defining who is responsible for each data type at each level (data responsibility mapping), frequency of data updates, and protocols for maintaining data quality (with validation checks and periodic data audits).
- c) **Security Policies:** A detailed information security plan covering user authentication, role-based access control, and authorization levels for each module. The framework should align with government standards for data protection – including password policies, encryption of sensitive data in transit and at rest, and secure user session management. It should also address secure interfacing with third-party systems, use of anti-virus and external storage devices (if any), and define procedures to detect and respond to any unauthorized or malicious activities.
- d) **Risk Management & DR:** Business continuity and disaster recovery processes – e.g. regular data backup schedules (daily incremental, weekly full backups), offsite backup storage, and a disaster recovery plan to restore services in case of a system failure or data loss. Also, specify incident response procedures for critical issues (server downtime, data breach, etc.) with clear escalation paths and service level metrics (e.g. maximum allowable downtime) to ensure accountability.
- e) **Compliance & Audit:** Protocols for periodic security audits and compliance checks by independent parties. The system should maintain audit logs of all important user actions for traceability. The governance plan should schedule regular reviews of data accuracy and usage (e.g. quarterly data quality reviews, annual user satisfaction surveys) to continually improve the system and ensure it meets its intended goals.

3.6. Software Development & Testing: Following design approval, undertake iterative software development of the MIS modules using agile methodologies. The agency should produce frequent builds/releases for review by the client (e.g. prototype demos or pilot launches in select ITIs) to gather feedback early. Comprehensive testing is the responsibility of the agency – including functional testing of each module, integration testing (ensuring all modules work together and data flows correctly), performance testing (the system meets required load and response times), usability testing with actual end-users, and security testing (vulnerability assessment). Test cases and test results will be shared

with the client's team for verification. The agency must address all issues identified in testing before full deployment. An independent review of the system (e.g. a third-party IT audit or an expert review of the architecture and code) may be conducted prior to go-live, and the agency is expected to cooperate in rectifying any recommendations from such review.

3.7. User Training & Change Management: Develop and execute a Training and Capacity Building Plan to ensure smooth adoption of the MIS by all user groups. The agency will conduct training needs assessment to identify skill gaps and then design appropriate training programs. Training should be tailored for various stakeholders – e.g. hands-on workshops for ITI clerical staff on data entry and report generation, sessions for instructors on using the mobile app for attendance and assessments, training for principals on dashboards and approvals, and orientation for Directorate officials on administration and oversight features. Creative modalities such as on-site trainings, “train-the-trainer” programs, video tutorials, and helpdesk support should be employed. The agency will prepare easy-to-follow user manuals, help guides, and FAQ documents for reference. A support mechanism (helpdesk or on-call support) should be in place during the rollout to answer user queries in real time. Additionally, a change management plan will be implemented to manage the organizational changes – this includes communicating the benefits of the MIS to all stakeholders, securing buy-in from ITI staff, and adjusting any existing processes to align with the new digital workflows. By proactively managing change, the agency will help mitigate resistance and ensure users confidently transition to the new system.

3.8. Pilot Deployment and Full Rollout: Deploy the MIS in a phased manner across the ITIs. An initial pilot launch in a small number of ITIs (e.g. 2–3 institutes) is expected once the core modules are ready, to test the system in real operating conditions and incorporate feedback. After successful pilot validation and refinements, the system will be rolled out to all 13 govt ITIs, possibly in batches (e.g. 3–4 institutes at a time). The deployment plan should consider the academic calendar (e.g. aligning the admissions module rollout with the admissions cycle) to maximize impact. The agency will be responsible for setting up the hosting infrastructure (which may be on cloud or state data center as per client's decision), installing and configuring all software components, and ensuring each ITI has the necessary hardware (computers, networking, biometric devices, etc. – provisioning of hardware will be the client's responsibility unless otherwise stated, but the agency should specify requirements). Go-Live is achieved when the MIS is fully operational in all institutes with core functionalities running and users trained. The agency will support an Acceptance Testing and certification process led by the client to formally validate that all scope requirements have been met before system go-live (and again before completion of Phase 2 for the extended features).

3.9. Ongoing Support & Maintenance: After go-live, provide comprehensive operation and maintenance (O&M) support for the MIS during the contract period (expected up to 3 years including the development period). This includes technical support to resolve any issues, bug fixes, system enhancements, and regular maintenance activities like applying security patches, updating software libraries, and managing backups. A helpdesk (with phone and/or online ticketing) should be available to all ITIs for reporting issues or seeking usage assistance, with defined service levels for response and resolution timeframes. The agency should monitor system performance (uptime, response times) and optimize it as needed, especially as user load increases (e.g. when more modules are added or user numbers grow). They will also gather user feedback and usage analytics during O&M to inform any minor improvements. As part of maintenance, the agency will generate periodic usage and impact reports (e.g. quarterly reports showing key usage statistics, system performance, and any support tickets resolved) to help the client assess the benefits of the MIS and identify any gaps. Support and maintenance tasks are detailed further in a dedicated section below.

Throughout the execution of the scope, the agency must adhere to high quality standards and project management best practices. All deliverables (requirements documents, design, software, training materials, etc.) will be subject to the client's approval and must be prepared in a manner acceptable to

the client. Close coordination with the client's Project Implementation Unit (PIU 3) is expected, including participating in review meetings, progress updates, and obtaining sign-offs at each critical stage.

4. Implementation Phases

The MIS development and rollout will be carried out in three phases over the course of three years, to manage risk and ensure smooth adoption. Each phase corresponds to a logical set of deliverables and objectives, as outlined below:

- I. **Phase 1 – Core MIS Development (Year 1):** Focus on delivering the essential core modules and features that address the immediate needs of the ITIs. In this phase, the agency will develop and deploy key modules including Student Admissions & Information Management, Attendance tracking, Stipend disbursement, Inventory/Equipment management, Certificate issuance integration, a basic Placement module, and the TMIS (Teacher MIS). An agile approach will be followed with iterative releases – for example, an initial version of the system will be piloted in a few ITIs early in the phase to gather user feedback. By mid-year of Phase 1, the goal is to have critical functions like online admissions, attendance monitoring, and stipend processing in active use for the new academic session. Phase 1 will also cover setting up the hosting environment and core infrastructure, implementing necessary security configurations, and integrating hardware like biometric attendance devices. Basic communication features (such as SMS alerts for important events) should be in place by the end of this phase. Toward the latter part of Year 1, the agency is expected to release the initial version of the placement module (for formal job placements) and dashboard reports for key metrics, ready for trial. The MIS will be rolled out to all 13 govt. ITIs in stages (e.g. 3–4 institutes at a time) during this phase, allowing lessons from early deployments to improve subsequent rollouts. Extensive user training for the Phase 1 modules will be conducted in parallel with deployment to ensure all staff are on-boarded to the new system.
- II. **Phase 2 – Extended Features and Integrations (Year 2):** After the core system is stabilized in the field, Phase 2 will introduce advanced features and enhancements to broaden the system's capabilities. This includes the full-scale implementation of the Urban Company-style placement marketplace (gig economy service listings for alumni) on the mobile app, building on the basic placement module from Phase 1. Additional major features to be developed in Phase 2 are an Examination/Assessment module (for digitizing internal tests, results, and generating report cards) and potentially an integrated e-Learning component (LMS) to host learning content or link to platforms like Bharat Skills. Phase 2 will also significantly strengthen integrations: for instance, establishing a two-way data exchange with the NCVT MIS to automatically fetch exam results and official certificates, deeper integration with bank payment systems to automate stipend transfers (e.g. using APIs for direct bank credits), and linking with any state-level education management systems or the Directorate's e-office for relevant workflows. During this phase, the agency will incorporate feedback from Phase 1 users to refine the system's user interface and functionality. For example, if trainees or staff suggest new report formats or if offline functionality needs to be extended to additional modules, such improvements will be taken up. By the end of Year 2, the MIS is expected to encompass all planned modules and features, fully integrating the advanced components with the core system. Performance optimization is a focus in this phase as well – the agency will fine-tune the application and database for efficiency based on actual usage patterns observed in Phase 1. The outcome of Phase 2 is a comprehensive MIS platform with all features operational and a user base that is comfortable and proficient with the system, thereby delivering tangible improvements (e.g. faster stipend payments, higher admission rates due to improved outreach, better tracking of outcomes) by the end of the second year.
- III. **Phase 3 – Consolidation and O&M (Year 3):** The third year will primarily focus on operations, maintenance, and sustainability of the MIS, consolidating the gains from the previous phases. In Phase 3, the agency will provide continuous technical support and system maintenance – running a

helpdesk to assist users at all ITIs, promptly fixing any software bugs or issues that arise, and performing routine maintenance tasks like security patch updates, system upgrades, and data backups. There will be an emphasis on building long-term capacity within the Department: the agency will conduct capacity building for the client's IT staff (or designated personnel) so that they can gradually take over the basic administration of the system. This may involve training a few government IT officers or arranging apprenticeship for technical graduates to learn the system, ensuring knowledge transfer. Any remaining "nice-to-have" features or minor enhancements that were deferred earlier (due to time or budget) can be implemented in this phase, subject to approval by the client. Phase 3 will also involve evaluation and monitoring of the MIS's impact – the agency will help the client gather metrics on system usage (e.g. percentage of processes fully digitized, number of active users, transaction volumes) and conduct user satisfaction surveys or feedback sessions. This will inform any adjustments needed and demonstrate the ROI of the system. Additionally, the agency will ensure that all governance frameworks established (for data quality, security, etc.) are being followed consistently in this operational period. Toward the end of Phase 3, planning for project handover or extension will take place: the agency is expected to prepare comprehensive documentation of the system (technical architecture, codebase, user manuals, maintenance procedures) and conduct knowledge transfer sessions so that the department is well-prepared to manage the MIS post-contract.

Throughout all phases, a quality assurance approach will be maintained. Each phase's deliverables will be clearly defined and reviewed by the client, and progression to the next phase will be contingent on the client's acceptance of the outputs of the previous phase. This phased strategy ensures manageable implementation chunks, continuous improvement through feedback loops, and minimized disruption to ITIs during the transition.

5. Required Manpower and Resources

The bidder (agency) must propose a project team with adequate expertise to cover software development, project management, domain knowledge, and support. At minimum, the core team should include the following key professionals (or equivalent roles), with suggested qualifications and experience as below:

Position	No. of Positions	Desired Education & Qualification	Estimated Duration (36-Month Project)
Project Manager cum Technical Lead	1	Master's in computer science / IT / MBA (IT preferred). Minimum 10 years total experience, with 5 years managing ICT/e-Governance projects. Must have led 3+ MIS/ERP projects ≥ ₹2 crore. Experience in system architecture, modular design, API security. PMP/Prince2 desirable.	Full-time (36 months)
Business Analyst cum QA & Documentation Expert	1	MCA / MBA / Postgraduate in IT or Management. Minimum 5 years' experience in business analysis, functional documentation, and user acceptance coordination. Should have handled BRD preparation, SOP/user manual creation, and functional testing coordination. CBAP/CCBA desirable.	Intermittent (12–15 months)
Full Stack Developer (Web & Mobile)	2	B.Tech / MCA in CS/IT or equivalent. Minimum 4 years' experience in full-stack development for enterprise/MIS systems. Proficiency in frontend/backend development, API integrations, mobile-first app delivery (Flutter/React Native), and database handling.	Intermittent (24 months each)
Database & Cloud Infrastructure Engineer	1	B.Tech in CS/IT or equivalent with relevant database/cloud certifications. 5+ years in DB schema design, cloud infra deployment (AWS/Azure/GovCloud), DevOps (CI/CD), and security compliance (Aadhaar/DBT). Hands-on with PostgreSQL/MySQL and cloud performance tuning.	Intermittent (10 months)
Training & Change Management Expert	1	Postgraduate in Education / IT / HR / Social Sciences. Minimum 5 years' experience in user training, capacity building, and system rollout for large-scale government/ICT initiatives. Experience in multilingual content development and ToT delivery preferred.	Intermittent (6 months)
IT Support Engineer / Junior Tech Associate	1	Degree or Diploma in CS/IT or equivalent. 3-5 years of experience in IT helpdesk or technical support for MIS/enterprise systems. Hands-on with ticketing tools, remote troubleshooting; local language proficiency preferred.	Intermittent (15–18 months)

Note- The roles listed are considered essential for project execution. The team should be available for the entire duration of their required involvement – e.g., Project Manager: full-time for 36 months, developers during the development phase, testers during testing periods, etc. – as specified in the contract. Further, indicated roles are the optimum number of resources required to execute the project, the Implementing Agency is free to suggest in their approach & methodology, additional resources and their deployment mechanism, if deemed fit.

6. Deliverables and Payment Terms

Payments to the agency will be tied to successful completion of specified deliverables, aligned with the phased implementation strategy. All deliverables must be approved by the client (Directorate of Employment and Craftsmen Training, PIU 3) as meeting the required standards before the corresponding payment is released. The payment schedule (tentative, to be finalized in contract) is outlined below, indicating key milestones, expected timelines (from contract signing), and percentage of contract payment:

- i. Inception Report & Requirements Analysis – Submission and Client Acceptance of a detailed Inception Report including the findings from needs assessment, stakeholder consultations, and a blueprint of the proposed solution's requirements (Deliverable due by T + 2 months from contract start; "T" being signing of contract) – 10% payment.
- ii. System Design Specifications (FRS & SRS) – Submission and client acceptance of the Functional Requirement Specification (FRS) and System Requirement Specification (SRS) documents, detailing the MIS design, architecture, module specs, data structures, integration plan, and implementation schedule (due by T + 4 months) – 15% payment.
- iii. Phase 1 – Core System Deployment – Development and deployment of core MIS modules (Admissions, Student Management/Attendance, Stipends, Inventory, Certificate management, basic Placement, TMIS) across all ITIs, completion of pilot testing, and "Soft Launch" of the core MIS. This includes delivery of a standard testing report/certification ensuring all core functionalities meet requirements (targeted by T + 9 to 12 months). By this milestone, the system should be live in all institutes with Phase 1 modules, and end-users trained on these functions. – 20% payment (on successful Go-Live of core modules statewide).
- iv. Phase 2 – Extended Features Deployment – Development and rollout of advanced modules and integrations as defined for Phase 2 (full Placement & Alumni marketplace, Examination module, LMS integration if applicable, enhanced integrations with NCVT MIS, payment gateway, etc.). The updated system with all Phase 2 features should be deployed and operational in all ITIs by T + 18–24 months. This milestone also covers the training of users on new features and an updated user manual. – 20% payment (upon client acceptance of all Phase 2 deliverables, i.e., advanced features are live and tested).
- v. Operation & Maintenance Support (Quarterly) – Ongoing maintenance and support for 27 months after core system go-live (covering the latter part of Year 1 through Year 3). Payments for O&M will be released on a quarterly basis subject to satisfactory performance of the system and services in the preceding quarter. This covers helpdesk support, regular maintenance updates, bug fixes, and hand-holding support to ITIs. – 30% payment total, disbursed in equal quarterly installments across the support period. (For example, if the core go-live is at 12 months, maintenance payments would be divided over the subsequent 8 quarters up to 36 months, ~3.75% per quarter.)
- vi. Project Completion & Handover – At the end of Year 3 (T + 36 months), submission of a Project Completion Report and execution of a formal handover. This includes delivering all source code, system documentation, operational manuals, and a sustainability plan, as well as completing knowledge transfer to the client's designated IT personnel. Any final adjustments or fixes identified during the final review should be completed. – 5% payment (final settlement upon successful handover and sign-off by the client).

Note: All payments are contingent on client approval of deliverables and adherence to agreed service levels.

7. Support and Maintenance

Support and Maintenance Services form a critical part of this assignment, ensuring that the MIS remains reliable and effective post-deployment. The agency is expected to provide the following support and maintenance services during the contract period (and possibly beyond, if extended):

- i. **Technical Support & Helpdesk:** Establish a dedicated helpdesk to support end-users (ITI staff, students if needed, and administrators) in using the MIS. This includes providing email/phone support and an issue tracking system for users to report problems or seek guidance. Clear Service Level Agreements (SLAs) will be adhered to – for example, critical system issues (system down, major functionality broken) might require immediate acknowledgment and resolution within a few hours, whereas minor issues might be resolved within a day or two. The agency's support team should triage incoming issues, provide first-level support or workarounds, and escalate to development team members for resolution of technical bugs.
- ii. **Bug Fixing & Enhancements:** Perform timely bug fixes for any software issues or errors discovered in the live system. The agency should maintain a process for logging bugs, prioritizing them, and releasing patches or hotfixes. In addition to reactive fixes, the agency will proactively apply minor enhancements or improvements based on user feedback – especially during the early operational phases when users may request tweaks or additional reports. All changes must be tested in a staging environment before being applied to production.
- iii. **System Maintenance & Updates:** Carry out all necessary maintenance tasks to keep the MIS running smoothly. This includes applying security patches and updates to the underlying software libraries, frameworks, and OS as required, monitoring server performance (CPU, memory, storage) and scaling up resources if needed, and performing routine database maintenance (index optimization, archiving old records, etc.). The agency should also implement continuous monitoring tools to get alerts on system health metrics and address any performance bottlenecks. Regular housekeeping tasks (like cleaning up temporary files, ensuring log sizes are under control) should be scheduled.
- iv. **Data Backups & Recovery:** Set up automated data backup routines as per the agreed policy – for example, daily incremental and weekly full backups of the database and file storage. The backups must be stored securely (with encryption and preferably off-site or on cloud storage) to protect against data loss. The agency must also demonstrate the ability to perform full system recovery from backups in case of a crash or disaster, within acceptable downtime limits. Periodic drills or tests of the disaster recovery process may be conducted to ensure readiness.
- v. **Performance Monitoring & Optimization:** Continuously monitor the MIS for performance issues such as slow page loads, sync delays for the mobile app, etc. The agency should use analytics and monitoring logs to detect patterns (e.g., increased load during admission season or slow reports) and optimize the system accordingly – this could involve database query optimization, adding indexes, code refactoring, or provisioning additional computing resources. The system should meet the performance benchmarks specified (for instance, ability to handle concurrent users across 13 govt ITIs, response time for critical transactions within a few seconds, etc.). If usage grows (like more users or additional institutes), the agency should scale the infrastructure (using cloud scalability or additional servers) to maintain performance.
- vi. **Functional Support & Capacity Building:** Beyond technical fixes, maintenance includes ensuring users continue to use the system effectively. The agency should periodically check in with ITI users, possibly through the designated SPOC or the Department's project team, to identify any usability issues or training needs. Refresher training sessions or updates to training materials might be necessary if software updates introduce new features. Phase 3 of the project explicitly includes capacity building of the client's own IT team, so the maintenance period will involve on-the-job training for those personnel. The agency's support team will gradually hand over certain responsibilities to the department's IT staff,

under a structured transition plan (e.g., jointly handling support tickets, then monitoring while the internal team handles them). By the end of the maintenance period, the client's team should be comfortable in running basic operations of the MIS.

- vii. Reporting & Review during O&M: The agency will provide regular reports on support and maintenance activities. For example, a quarterly maintenance report including uptime statistics, summary of issues reported and resolved, user feedback collected, and any recommendations for system improvement. There will be review meetings (quarterly or bi-annual) with the client to evaluate the MIS performance and decide on any strategic changes or additional trainings needed. The agency should also track user satisfaction during the O&M phase – for instance, through feedback forms or surveys – to ensure the MIS is meeting its objectives in practice.
- viii. Adherence to SLAs: The contract will contain Service Level Agreements for critical aspects (system availability, response times for critical incidents, resolution times, etc.). The agency must monitor these and ensure compliance. If SLA targets are not met, penalties as per contract may apply (as an incentive, the agency is encouraged to maintain high service quality). Typical SLA examples include system uptime (e.g. 99% monthly uptime), critical bug fix time, and support response timeframes.

The support and maintenance services are as crucial as the development itself to guarantee that the MIS delivers sustained value. The agency should thus allocate sufficient resources in their proposal for the O&M phase (including onsite support visits if needed, and a clear support escalation chart). By the end of the maintenance period, the system should be well-entrenched in the ITI operations, with most issues ironed out and the client capable of continuing its smooth operation.

8. Governance Framework

To ensure the long-term success and proper utilization of the MIS, a robust governance framework will be established as part of this project. The agency will assist the client in formulating and implementing this framework, which will cover the organizational, procedural, and technical governance of the MIS. Key elements of the governance framework include:

- i. **Roles and Responsibilities:** Clearly define the roles of all stakeholders in relation to the MIS. This includes identifying the system owners/champions at the Directorate level, ITI Principals' responsibilities in overseeing data entry and validation at their institutes, the role of instructors and staff in using the system daily (e.g. updating attendance, inventory usage), and the duties of the Department's IT support team in maintaining the system. A governance committee or steering group may be formed to periodically review MIS performance and address any issues of policy or inter-departmental coordination.
- ii. **Operational Processes:** Document all standard operating procedures (SOPs) for using the platform. For each module, outline the process steps – for example, the steps for processing an admission through the MIS, steps for monthly stipend approval, steps for an employer to register and post a job, etc. Workflows configured in the system should be mirrored by written procedures that staff follow. This ensures consistency across all ITIs and helps in training new staff. It also covers escalation processes (e.g., if a biometric device fails, what is the fallback procedure for attendance entry).
- iii. **Data Governance:** Establish policies for data management – including data entry protocols, verification, and correction mechanisms. Specify who has rights to create, read, update, or delete each data type (students, financial records, etc.) in the system (this ties in with role-based access control already built into the system). The framework will also define the process for data migration at project start (moving legacy data into the new MIS) and how historical records (paper or older digital records) will be archived or referenced. Ensuring data quality is a priority: periodic data audits will be scheduled to check for inconsistencies or missing data, and the governance policy will outline actions to be taken (and by whom) in such cases. Data retention policies (how long data is kept in the system, handling of data for students who leave, etc.) and data privacy considerations (especially if any personal data is involved) will be included.
- iv. **Security & Access Control:** Incorporate the information security protocols developed during system design into daily operations. The governance framework will enforce strong password policies, user account management procedures (creation, modification, deletion of user accounts as staff join/leave), and periodic access reviews to ensure no unauthorized access. The agency will detail measures to comply with national cybersecurity guidelines (e.g. NIC's security requirements) – such as regular security audits, network security (firewalls, SSL encryption for data in transit), and secure configuration of servers. The framework also defines how security incidents (if any) are handled and reported. End-users will be educated on basic security hygiene (like not sharing passwords). Moreover, any integration with third-party service providers (for SMS, payment, etc.) will include agreements or measures to protect data shared with those services.
- v. **Change Management & Version Control:** Establish a formal process for handling any changes or enhancements to the MIS after deployment. If the Directorate or an ITI requests a new feature or a modification, a change request process will be followed – including impact analysis, approval by the governance committee, scheduling the change, testing, and communication to users. This ensures that the system evolves in a controlled manner aligned with strategic needs. The agency will set up a version control repository for the source code and ensure that any changes are documented (release notes for new versions, updated user manuals, etc.). The governance framework might also include guidelines for engaging any future vendors (since the system is modular and open-source oriented, another

vendor or internal team might work on it later) – hence coding standards and documentation practices enforced by the current agency will aid future maintainability.

- vi. **Monitoring & Evaluation:** Define key metrics and KPIs to monitor the MIS's usage and impact as an ongoing governance activity. For example, metrics might include system uptime, number of logins per week per ITI, percentage of transactions done on time via MIS vs. manual, increase in enrollment or placement numbers attributable to the system, etc. The governance framework will schedule periodic evaluations (quarterly or annual) where these metrics are reviewed by the stakeholders to evaluate whether the MIS is meeting its objectives. As part of this, user feedback mechanisms (like surveys or feedback forms) will be institutionalized to gather input from students, teachers, and administrators on their satisfaction and suggestions for improvement. Reports from the MIS (dashboards, analytics) will be used in management meetings, and decisions (e.g. policy changes or resource allocations) emerging from data insights will be tracked.
- vii. **Sustainability & Handover Plan:** Finally, the governance framework will include a roadmap for the sustainability of the MIS beyond the project period. This entails identifying the resources and budget needed for continued hosting and maintenance after the initial 3-year O&M period, assigning clear responsibility for system administration, and maintaining the knowledge base (all documentation, training materials, source code) in a repository accessible to the client. If the current agency's contract is not extended, the framework will guide the transition to a new support mechanism without disruption of services. All these measures ensure the MIS remains an effective tool for the ITIs in the long run, well-integrated into the governance structure of the Department.

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 IT products 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 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) “IT products” 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 IT Products and Services, as specified in the SCC.
- (l) “Services” means the services incidental to the supply of the IT products, 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 IT products to be supplied or execution of any part of the services is subcontracted by the Supplier.

- (o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (p) "ADB" is the Asian Development Bank.
- (q) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

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

3. Fraud and Corruption

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1 (iii) [Termination].

3.2 Should any employee of the Supplier be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice or other integrity violations during the supply of IT Products and Services then that employee shall be removed.

3.3 ADB's Anticorruption Policy (1998, as amended to date) 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) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, 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 or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers 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, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (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, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ 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, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and

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

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

3.4 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.5 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

3.6 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

3.7 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.²

² The undertaking also applies during the period of performance of the contract.

- 3.8 ADB's right to inspect the Site and/or the Supplier's accounts and records relating to the performance of the Contract stated in in this Sub-Clause and GCC 3.3(e) shall survive termination and/ or expiration of this Contract.
- 3.9 The Supplier has the obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of the Letter of Bid.
- 3.10 If the Supplier is debarred or temporarily suspended by ADB, it shall inform the Purchaser of such debarment or suspension, and that the endorsement of ADB's Office of Anticorruption and Integrity is required for any variations, extensions or modifications to the Contract.

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 respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

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

- 4.6 Severability**
- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in 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, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All IT Products and Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the IT products 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 Requirements**
- 11.1 Subject to the SCC, the IT Products and Services to be supplied shall be as specified in Section 6 (Schedule of Requirements).
- 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 IT Products and Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the IT products and Completion of the services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Requirements). 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 IT Products and 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 IT Products and Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the IT products delivered and the 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 IT products delivered and 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 IT products 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 IT products 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 IT products 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 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 Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that

- (a) the Purchaser or Supplier needs 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 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 IT Products and 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 IT Products and Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Requirements) and, when no applicable standard is mentioned, the

standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the IT products.

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

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the IT products 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 IT products and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the SCC, the IT products 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 IT products shall be in accordance with the Incoterms specified in Section 6 (Schedule of Requirements).

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 IT Products and Services as are specified in Section 6 (Schedule of Requirements).
- 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 IT products, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the IT products or perform the 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 IT products are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the IT products 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 IT products, 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 IT products or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

Such indemnity shall not cover any use of the IT products 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 IT products or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

30. Limitation of Liability

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

31. Change in 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 IT products 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 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 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 IT products or completion of services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,
 - (i) if the Supplier fails to deliver any or all of the IT products 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 integrity violations, 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, IT Products and Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar IT Products and Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

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 IT products 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 IT products, 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 IT Products and Services and for materials and parts previously procured by the Supplier.

36. Assignment

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

37. Respectful Work Environment

37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Section 8: Special Conditions of Contract

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

GCC 1.1(j)	The Employer's country is: India
GCC 1.1(k)	The Employer is: Director, Directorate of Employment & Craftsman Training, Keating Road (opp. Shillong Civil Hospital), Shillong, Meghalaya, 793001.
GCC 1.1 (q)	The Site is: Meghalaya, India
GCC 4.2 (b)	The version of Incoterms shall be: Not Applicable
GCC 5.1	The language shall be: English The language for translation of supporting documents and printed literature is: Not Applicable
GCC 8.1	For <u>notices</u> , the Employer's address shall be: Attention: The Director, Directorate of Employment & Craftsman Training Street address: Keating Road (opp. Shillong Civil Hospital) Floor/ Room number: <u>2</u> City: Shillong ZIP code: 793001 Country: India Telephone: 9856024237 E-mail: dectadbpiu3@gmail.com
GCC 9.1	The governing law shall be: In accordance with the law of India
GCC 10.2	The formal mechanism for the resolution of disputes shall be: The Employer and the selected agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act 1996. Place of arbitration: Shillong, Meghalaya
GCC 11.1	The Scope of Requirements shall be defined in: Section 6

GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be: Not Applicable
GCC 15.2	The price adjustment shall be: Price shall not be adjusted during the performance of the contract.

GCC 16.1	<p>Payment of the Contract Price shall be made in the following manner:</p> <ul style="list-style-type: none"> i. Inception Report & Requirements Analysis – Submission and Client Acceptance of a detailed Inception Report including the findings from needs assessment, stakeholder consultations, and a blueprint of the proposed solution's requirements (Deliverable due by T + 2 months from contract start; "T" being signing of contract) – 10% payment. ii. System Design Specifications (FRS & SRS) – Submission and client acceptance of the Functional Requirement Specification (FRS) and System Requirement Specification (SRS) documents, detailing the MIS design, architecture, module specs, data structures, integration plan, and implementation schedule (due by T + 4 months) – 15% payment. iii. Phase 1 – Core System Deployment – Development and deployment of core MIS modules (Admissions, Student Management/Attendance, Stipends, Inventory, Certificate management, basic Placement, TMIS) across all ITIs, completion of pilot testing, and "Soft Launch" of the core MIS. This includes delivery of a standard testing report/certification ensuring all core functionalities meet requirements (targeted by T + 9 to 12 months). By this milestone, the system should be live in all institutes with Phase 1 modules, and end-users trained on these functions. – 20% payment (on successful Go-Live of core modules statewide). iv. Phase 2 – Extended Features Deployment – Development and rollout of advanced modules and integrations as defined for Phase 2 (full Placement & Alumni marketplace, Examination module, LMS integration if applicable, enhanced integrations with NCVT MIS, payment gateway, etc.). The updated system with all Phase 2 features should be deployed and operational in all ITIs by T + 18–24 months. This milestone also covers the training of users on new features and an updated user manual. – 20% payment (upon client acceptance of all Phase 2 deliverables, i.e., advanced features are live and tested). v. Operation & Maintenance Support (Quarterly) – Ongoing maintenance and support for 27 months after core system go-live (covering the latter part of Year 1 through Year 3). Payments for O&M will be released on a quarterly basis subject to satisfactory performance of the system and services in the preceding quarter. This covers helpdesk support, regular maintenance updates, bug fixes, and hand-holding support to ITIs. – 30% payment total, disbursed in equal quarterly installments across the support period. (For example, if the core go-live is at 12 months, maintenance payments would be divided over the subsequent 8 quarters up to 36 months, ~3.75% per quarter.) vi. Project Completion & Handover – At the end of Year 3 (T + 36 months), submission of a Project Completion Report and execution of a formal handover. This includes delivering all source code, system documentation, operational manuals, and a sustainability plan, as well as completing knowledge transfer to the client's designated IT personnel. Any final adjustments or fixes identified during the final review should be completed. – 5% payment (final settlement upon successful handover and sign-off by the client). <p>Note: All payments are contingent on client approval of deliverables and adherence to agreed service levels.</p>
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GCC 16.4	The currencies for payments shall be: Indian Rupees (INR)
GCC 18.1	The Supplier shall provide a Performance Security of 5 (Five) % percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: 5% of the Contract Price in INR
GCC 18.3	The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Employer's country, acceptable to the Employer, in the format included in Section 9 (Contract Forms).
GCC 18.4	Discharge of the Performance Security shall take place: After completion of the project and issue of completion certificate by the Employer.
GCC 23.2	The packing, marking, and documentation within and outside the packages shall be: Not Applicable
GCC 24.1	<p>The insurance coverage shall be in accordance with:</p> <ul style="list-style-type: none"> a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the amended motor vehicles act. b. Third Party liability insurance, with a minimum coverage of <i>10% of the total contract value</i>. c. Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and d. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
GCC 25.1	<p>Obligations for transportation of the IT products shall be in accordance with:</p> <p>Not Applicable</p>

GCC 26.2	<p>Tests and Inspections specified in Section 6 (Schedule of Requirements), shall be carried out at the following times or milestones, and places: <u>within 9(nine) months after signing of the contract agreement</u>, Directorate of Employment & Craftsman Training, Keating Road (opp. Shillong Civil Hospital), Shillong, Meghalaya, 793001.</p> <p>IT Products: MIS Portal</p> <p>Type of Test: Standard Testing and Quality Certification, Go-live of MIS portal</p> <p>Time or Milestone: With in 12 (twelve) months from date of signing of contract agreement.</p> <p>Place: Directorate of Employment & Craftsman Training</p> <p>Address: Keating Road (opp. Shillong Civil Hospital), Shillong, Meghalaya, 793001.</p> <p>Country: India</p>
GCC 27.1	The applicable rate for liquidated damages for delay shall be: 0.5 % per week or part thereof
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the Contract Price.
GCC 28.3	<p>The period of Operation& Maintenance shall be: 24-27 months after core system go-live (covering the latter part of Year1 through Year 3).</p> <p>The place of final destination shall be: Director, Directorate of Employment & Craftsman Training, Keating Road (opp. Shillong Civil Hospital), Shillong, Meghalaya, 793001.</p>
GCC 28.5	The selected agency shall correct any defects during operation & maintenance period as per the service level metrics mentioned in section 6.
GCC 30.1 (b)	The amount of aggregate liability shall be: equivalent to 100% of the Contract Price

Section 9: Contract Forms

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Notice of Intention for Award of Contract

[on letterhead paper of the Employer]

[date of notification]

To: [name of the Bidder]
 Attention: [insert name of the Bidder's authorized representative]
 Address: [insert address of the Bidder's authorized representative]
 Telephone/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]
 E-mail Address: [insert e-mail address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 42.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 48.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Notification of Award

[on letterhead of the Employer]

Letter of Acceptance

[date]

To: [name and address of the Selected Agency]

Subject: Contract No. [please specify]

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) Letter of Acceptance;
 - (b) Letter of Bid and the Price Schedules submitted by the Agency;
 - (c) Addenda Nos. *[insert addenda numbers if any]*¹
 - (d) Special Conditions of Contract;
 - (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - (f) General Conditions of Contract;
 - (g) Schedule of Requirements; and
 - (h) any other documents shall be added here.²

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 Employer to the Agency as indicated in this Agreement, the Agency hereby covenants with the Employer to provide the IT Products and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Agency in consideration of the provision of the IT Products and Services and the remedying of defects therein, the Contract Price or such other

¹ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

² Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 15).

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

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

Performance Security

[Bank's name, and address of issuing branch or office]

Beneficiary: [Name and address of the Employer]

Date:[Insert date (as day, month, and year)]

Performance Guarantee No.:

We have been informed that [name of the agency] (hereinafter called "the Agency") has entered into Contract No. [reference number of the contract] dated [date] with you, for the execution of [name of contract and brief description of its products and services] (hereinafter called "the Contract").

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

At the request of the Agency, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]¹ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.³

.....
[Signature(s) and seal of bank (where appropriate)]

-- Note to Bidder --

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Employer.

² Insert the date 28 days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

³ Or the purchaser may use "Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Advance Payment Security

[insert complete name and number of contract]

To: [insert complete name of the Employer]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of the agency] (hereinafter called "the Agency") shall deposit with the Purchaser a security consisting of [indicate type of 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 the guarantor], legally domiciled in [insert full address of the guarantor] (hereinafter "the Guarantor"), as instructed by the Agency, 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 Agency under the Contract until [insert date (as day, month, year)].

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.¹

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 (where appropriate) and complete name of the guarantor]

Date: [insert date of signing]

- Note to Bidder -

If the bank issuing advance payment security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

¹ Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.