

**Government of Meghalaya**  
**(Early Childhood Development in Meghalaya**  
**Project)**  
**(ADB Loan Number 4335: IND)**

**REQUEST FOR QUOTATION**  
**– PROCUREMENT OF CONSTRUCTION MATERIALS**  
**Single-Stage: Single-Envelope**

Package Number 022: Procurement of Materials and  
Supplies for upgradation/construction of new AWCs in  
Block Umling Ri Bhoi District:

**PKG 022: Lot 1- UM1; Lot 4-UM4; Lot 6 – UM6.**

Issued on	:	<b>16<sup>th</sup> February, 2026</b>
Invitation for Bids No	:	<b>MECDM/Upgradation of AWCs/UM/182/2024-25/3470</b>
Package No	:	<b>PKG - 022 (comprising of 3 lots)</b>
Purchaser	:	BDO, Umling C&RD Block on behalf of Early Childhood Development in Meghalaya Project (ECDMP)
Country	:	<b>India</b>

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# **PART 1**

## **BIDDING PROCEDURE AND DOCUMENTS**

# REQUEST FOR QUOTATION - GOODS (RFQG)

**Project Title** : Early Childhood Development in Meghalaya Project (ECDMP)  
**Package Number and Name:** Procurement of Materials and Supplies for upgradation/construction of new AWCs in Block Umling of Ri Bhoi District :  
**PKG 022: Lot 1- UM1; Lot 4-UM4; Lot 6 – UM6.**

**Source of Funding** : ADB

**Loan Number** : 4335 : IND

**IFB No** : **MECDM/Upgradation of AWCs/UM/182/2024-25/3470** **Date of RFQ/IFB:**  
16<sup>th</sup> February, 2026

To : Prospective bidders who are issued Request for Quotation (RFQ) and others interested eligible bidders informed through public advertisement by posting on Project and ADB website; who wish to submit the bid by using RFQ document (available in English).

Sir/Madam:

1. The Early Childhood Development in Meghalaya Project (ECDMP) Government of Meghalaya has applied for financing from the Asian Development Bank (ADB) towards the cost of the project mentioned in subsequent sections under advance contracting and retroactive financing.
2. The Early Childhood Development in Meghalaya Project (ECDMP) on behalf of Government of Meghalaya (Purchaser) hereby requests you /any interested eligible registered vendor/ other eligible bidders to submit price quotation/(s) for the procurement of construction materials for up-gradation of existing /construction of new Aangawadi centers (AWCs) in the block **Umling Ri Bhoi District** of State of Meghalaya in the Lots as attached in Attachment 4: Supply and Delivery Schedule.

To assist you/interested bidder in the preparation of your price quotation, the necessary **Supply and Delivery Schedule (Attachment 4), Technical Specifications (Attachment 5), Form of Quotation** and draft **Contract Agreement** are enclosed.

3. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
  - (a) you/your firm are/is not a citizen/national of an ADB member country (**list attached**), or
  - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
  - (c) you/your firm are/is owned by the Purchaser, or
  - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or
  - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
4. To be qualified, you must have experience as a manufacturer or authorized supplier of the items

covered by this **Request for Quotation** and as evidence, you must attach a document of your experience as supplier in at least one contract in the last 5 years of a size and nature similar to the items in the specific lot of the document, for which the bidder is submitting the bid.

5. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Documents (duly verified by competent authority), related to Experience and Qualification Criteria as specified in previous clause should be attached.,
- (b) The price quotation shall be for all the items of specific Lot as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be in INR.
- (c) The prices should be quoted for supply, delivery, proper stacking and storage (after including all taxes) to various locations of AWCs falling within specific lot [*place of destination as shown in schedule of supply in the State of Meghalaya in the India* ] in appropriate place of template attached at Attachment 1- **Bill of Quantity** . **The bidder should carefully read the Attachment 4-Supply and Delivery Schedule, before quoting the price.**
- (d) You shall submit only one quotation for one lot. If a bidder is interested in submitting the bid for more than one lot of this RFQ document, it is mandatory to submit separate quotation for each lot. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation may not be considered further.
- (e) You shall submit one original of the **Form of Quotation**, and clearly marked “Original”. In addition, you shall also submit one copy marked as “COPY”. In case of any discrepancy between the Original and Copy, the original shall prevail.
- (f) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. The bidder should accompany the bid with Bid security of Amount (shown for each lot) as per given below in Table in the form of **Bank Guarantee or Demand draft with validity of 120 days from deadline of the bid submission date.** The Bid security of unsuccessful bidders shall be returned within 15 days after award of supply order. If the bidder withdraws quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then the Bid Security will be forfeited and the bidder will be excluded from the list of Suppliers for the project for entire project period.

<b>Lot Number</b>	<b>Bid Security (INR)</b>
1 (UM -1)	30,000
4 (UM - 4)	15,000
6 (UM – 6)	18,000

Submission and Opening

- (g) Your Form of Quotation (separate for each lot) with the priced Bill of Quantity (specific for each lot), as per Supply and Delivery Schedule and confirming to Technical Specifications should be

submitted by 2 PM on 5<sup>th</sup> March, 2026 with the following documents that should be **signed by the bidder in appropriate place**:

- (1) **Form of quotation**
- (2) **Attachment 1-Bill of quantity (specific for the lot)**
- (3) **Attachment 2- Bidder's information sheet**
- (4) **Attachment 3-Contractual experience**
- (5) **Attachment 4-Supply and delivery schedule**
- (6) **Attachment 6- Technical Specifications**

- (h) Signed documents, sealed in an envelope should be addressed and delivered to the following address:

Purchaser's Address: **BLOCK DEVELOPMENT OFFICER**  
Street address: Umling C&RD Block  
ZIP code: **793102**  
State: **Meghalaya**  
Country: **India**  
E-mail: **megumlingblock@gmail.com / meg-umling@nic.in**

- (i) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, on 5<sup>th</sup> March, 2026 at 3 PM and at the above address.

#### Evaluation and Comparison

- (j) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it **does not fulfill eligibility and qualification criteria and contains material deviations or reservations to the terms, conditions, and specifications** in this **Request for Quotation**.

- (k) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:

- (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- (ii) where there is a discrepancy between the unit rate and the line items; total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

#### Award of Contract

- (l) The Purchaser shall award the contract to the substantially responsive bidder of each lot independently who has offered the lowest price quotation.

- (m) The bidder whose quotation has been accepted will be notified by the Purchaser within 60 days from the date of submission of quotation or extended date, whichever is later, through the **Letter of Acceptance (separate for each lot)** signed by the authorized representative of the Purchaser.

- (n) The successful bidder shall sign the **Contract Agreement (separate for each lot)** governed by the **Contract Terms and Conditions** after submitting a Performance guarantee of required amount (separate for each lot).

6. Further information can be obtained from:

**Name** : Chief Executive Officer,  
**Address** : Early Childhood Development in Meghalaya Project (ECDMP), MIT Campus, 1st floor, Brookdeene, Dhankheti, Shillong- 793001, East Khasi Hills District, Meghalaya  
**E-mail** : mecdms2022@gmail.com

7. The Purchaser seeking funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
8. Under **ADB's Anticorruption Policy**(1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
9. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers or federation for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):<sup>1</sup>

- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_

10. You/your firm, joint venture partners', associates', parent company's affiliates or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:<sup>2</sup>

- (a) Nature of the offense/violation: \_\_\_\_\_
- (b) Court/Area of jurisdiction: \_\_\_\_\_
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): \_\_\_\_\_
- (d) Other relevant details:

11. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor

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<sup>1</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

<sup>2</sup> Any such disclosure shall be forwarded by the Purchaser to ADB.

agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.

12. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/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).
13. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
14. Please confirm by fax/e-mail/letter the receipt of this request, and whether or not you will submit the price quotation, **if RFQ is sent to u as prospective bidder.**

Sincerely,

Sd/-

**Chief Executive Officer,  
Early Childhood Development in Meghalaya Project (ECDMP)  
Social Welfare Department,  
Government of Meghalaya.**

(Note : Bidder to fill the contract price from BoQ)

## FORM OF QUOTATION (Goods)

\_\_\_\_\_ (Date)

To: \_\_\_\_\_ [Purchaser's Name]  
\_\_\_\_\_ [Purchaser's Address]  
\_\_\_\_\_

We offer to execute the \_\_\_\_\_ [name and number of Contract] in accordance with the **Contract Agreement Terms and Conditions** and the **Supply and Delivery Schedule (Attachment 4)** accompanying this Quotation for the Contract Price of \_\_\_\_\_ [amount in words and numbers] (\_\_\_\_\_) [INR] \_\_\_\_\_. We propose to complete the delivery of Goods described in the Contract within the Delivery Time in accordance with the **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer imposed by the **Request for Quotation** document and the **Contract Agreement Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone Number : \_\_\_\_\_  
Fax Number, if any : \_\_\_\_\_  
Email address (optional): \_\_\_\_\_  
  
Signature and Date : \_\_\_\_\_

# List of ADB Member Countries

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

(Note : Duly filled to be submitted by Bidder with name, signature and official stamp)

## **Attachment 2**

### **Form: Bidder's Information Sheet**

<b>Bidder's legal name</b>	
<b>In case of a Joint Venture/Consortium/Federation, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address and contact details (telephone/e mail etc) in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s) and e-mail address)	
<b>Trading License/ GST Registration</b>	

(Note : Duly filled to be submitted by Bidder with name, signature and official stamp)

## Attachment 3

### Form: Contractual Experience

Contractual Experience			
<b><sup>a</sup> Contract No . . . . . of . . . . .</b>	<b>Contract Identification</b>		
<b>Award Date</b>		<b>Completion Date</b>	
<b>Role in Contract</b>	<input type="checkbox"/> <b>Manufacturer</b>	<input type="checkbox"/> <b>Supplier</b>	
<b>Total Contract Amount (INR)</b>			
<b>If partner in a joint venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>	
<b>Purchaser's name</b> <b>Address</b> <b>Telephone/Fax Number</b> <b>E-mail</b>			

<sup>a</sup> 1. Bidder as Supplier shall provide evidence of experience of 1 contract of similar nature and complexity within last 5 calendar years from the Request For Quotation(RFQ) date.  
2 Purchaser can ask for any additional document as evidence of Contractual Experience.

# Attachment -5

## TECHNICAL SPECIFICATIONS

(Note : Duly filled to be submitted by PRODUCER/SUPPLIER/DISTRIBUTOR with name, signature and official stamp)

<u>S.No</u> :	<u>Item</u>	<u>Unit</u>	<u>Technical Specifications</u>	<u>Bidders Confirmation</u> <u>Y/N</u>
1	Cement	Bag	Providing and Supplying of 43 grade Ordinary Portland Cement (OPC) of approved brand (Dalmia/Star Cement/Topcem, as approved by the Site Engineer) conforming to IS:8112-1989.	
2	Clay Bricks	Number	Providing and Supplying of 1st class burnt clay bricks of standard size 190 x 90 x 90 mm, The bricks should emit a clear ringing sound on being struck and have a minimum crushing strength of 105 kg/sqcm conforming to IS:3495.	
3	Hollow Block	Number	Providing and Supplying of Hollow Cement Concrete Block of Grade A in standard size of 400 mm x 200 mm x 200 mm with a minimum density of 1,500 kg/m <sup>3</sup> made of cement sand mortar in proportion of 1:6 ratio with minimum curing of 21 days.	
4	Steel	Kilogram	Providing and supplying of Fe 500 D TMT Reinforcement bar with minimum Yield Strength (YS) of 500 Mpa as per IS 1786-2008. All steel shall be clean and free from loose mill scales, dust, loose rust and coats of paints, oil or other coatings. Steel of approved brand such as TATA/ SAIL/ ESSAR/ JINDAL/ SHYAM/ RINL. 1. 8 mm dia bar as per requirements 2. 10 mm dia bar as per requirements 3. 12 mm dia bar as per requirements	

5	Stone Masonry	Cubic metre	Providing and supplying of Dry Rubble stone masonry of sizes varies from 450 mm to 600 mm as approved by Site Engineer and conforming to IS 1597-1992.
6	Stone soling	Cubic metre	Providing and Supplying of stones soling of sizes varies from 150 mm to 250 mm with uniform size and a maximum variation of $\pm 20$ mm. Soling stone should be rounded or sub- angular river cobbles or blasted rock pieces with sufficient base area in conforming to IS 4545: 2002.
7	Stone Aggregate	Cubic metre	Providing and supplying of 20mm downgraded stone aggregates / chips for cement concreting. Stones chips / stone ballast for cement concrete (plain or re-enforced) shall be hard of uniform and fine texture, free from loam, clay, dust, organic matter or other impurities and approved by Site Engineer and conforming to IS 2386:1963
8	Sand	Cubic metre	Providing and supplying of Local hill / river coarse sand. All sand shall be clean, sharp and free from clay, loam, organic or any other foreign matter and shall be obtained from approved source.
9	Form work	Cubic metre	Providing and supplying form work of ordinary timber planks of thickness not less than 25mm ( Length 2400 mm and width 300 mm). All timber shall be of best quality, well-seasoned and/or well treated for preservation and protection against decay etc. It shall be uniform substance, straight in fibre, free from large or dead knots, sap, flaws, sub-crack, shakes or blemishes of any kind. Any insect damage or splits across the grain shall not be permissible. The colour of the timber shall be uniform throughout, firm and shining

			with ha silky lustre when planed and shall not emit dull sound when struck.	
10	Dressed wood	Cubic metre	Providing and supplying of Local dressed red pine wood for Chowkat frame of sizes: Width: 100 mm. Height: 75 mm. and Length: 2000 mm (2 nos) & 900 mm (1 no). All timber shall be of best quality, well-seasoned and/or well treated for preservation and protection against decay etc. It shall be uniform substance, straight in fibre, free from large or dead knots, sap, flaws, sub-crack, shakes or blemishes of any kind. Any insect damage or splits across the grain shall not be permissible. The colour of the timber shall be uniform throughout, firm and shining with ha silky lustre when planed and shall not emit dull sound when struck.	
11	Undressed Wood	Cubic metre	Providing and supplying local undressed red pine wood for truss, purlin and ceiling frame of sizes: Width: 125 mm. Height: 75 mm. and Length: 2000 mm. All timber shall be of best quality, well-seasoned and/or well treated for preservation and protection against decay etc. It shall be uniform substance, straight in fibre, free from large or dead knots, sap, flaws, sub-crack, shakes or blemishes of any kind. Any insect damage or splits across the grain shall not be permissible. The colour of the timber shall be uniform throughout, firm and shining with ha silky luster when planed and shall not emit dull sound when struck.	

12	Door Panel	Square meter	Providing and supplying of Prefabricated / laminated doors of size 900mm (Width) & 2000mm (height) of 35mm thick of red pine wood including door hinges, screw, door lock. Doors shall be made as per detailed drawing or as directed by the Engineer in charge.
13	Steel Grill	Square meter	Providing and supplying of Standard rolled steel sections as per I.S. 1038 : 1983, joints mitred and welded with 15mm x 13mm x 100mm including providing and fixing of projecting hinges (not more than 65mm and not less than 15mm wide) bolting device, steel handles, pegs, stays of 300mm long etc. complete including providing 12mmx12mm sq. bars duly welded to steel frame at not more than 12cm c/c applying a priming coat of red-lead paint etc. Windows shall be made as per detailed drawing or as directed by the Engineer in charge.
14	Glass panes	Square Meter	Providing and supplying of 4mm thick transparent sheet glass. All glasses shall be of specified type, colour, visibility and sound and shall be free from cracks, flaws, spick bubbles and blemishes and shall not weigh less than 7.4kg/sq.m unless otherwise specified. Glass pane shall be carried out as per detailed drawings or as directed by the Engineer in charge conforming to IS 2835:1987.
15	CGI Sheets	Square Meter	Providing and supplying of corrugated galvanised Iron sheet roofing of 0.45 thick made of steel of approved brand of TATA SHAKTEE / SAIL / or Equivalent as approved by the Site Engineer and conforming to IS 277 : 1992.
16	GI Gutter	Running Meter	Providing and supplying of corrugated galvanised Iron sheet gutter of 0.45 thick

			made of steel of approved brand of TATA SHAKTEE / SAIL / or Equivalent as approved by the Site Engineer and conforming to IS 277 : 1992.	
17	Acrylic Paint	Litres	Providing and supplying of Acrylic Emulsion Paint (Asian paint/ Berger paint/ ICI paint/ J Ltr & N paint/ Nerolac). All paints shall be delivered in strong containers, marked with the colour of the paint, brand, volume of paint content in litres and of the best quality of approved make and brand as approved by the Engineer in charge.	
18	Ceiling materials	Square Meter	Providing and supplying of Bamboo Mat Corrugated Sheet of 4 mm thick as approved by the Site Engineer in conforming to IS 13958-1994.	
19	Sign Board	Number	Providing and supplying of painted sign board of 900 mm by 1200 mm made of stainless steel sheet of 1.5 mm thick welded to 75 mm Galvanised Iron pole stands of 1500 mm height from two sides with a base plate at the bottom. Board shall have project Logo and letters mentioning - Name of the Project, Name of Implementing Agency and Sponsored Partner, Project Cost etc. as per directions of site engineer.	
20	PVC Water Tank	Number	Supplying plastic cylindrical vertical closed top (PCVC) tank of Sintex / Polycon / Patton make with manhole cover with locking and cleaning arrangement including providing pads of size as required for inlet and outlet pipes As per IS 3370:1965 with capacity of 500 litres.	

**Note: Bidder is required to submit confirmation with the technical specifications in the last column.**

**(Name and Signature of bidder)**

## **PART 2**

# **CONTRACT DOCUMENTS AND FORMS**

# CONTRACT

Name of Country:

Project Name:

Name of Contract: \_\_\_\_\_

Contract Number \_\_\_\_\_

This Contract is entered into on \_\_\_[date]\_\_\_ day of \_\_\_[month]\_\_\_, \_\_\_[year]\_\_\_, between \_\_\_[name of Purchaser]\_\_\_ (hereinafter called "the Purchaser") on the one part, and \_\_\_[name of Supplier]\_\_\_ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for \_\_\_\_\_ [description of goods] to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of \_\_\_[amount in words]\_\_\_ [amount in figures] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
  - a) **Form of Quotation, with Supply and Delivery Schedule;**
  - b) **Contract Terms and Conditions;** and
  - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of \_\_\_\_\_ [country of Purchaser] on the date indicated above.

**Signature and seal of the Purchaser:**  
For and on behalf of

**Signature and seal of the Supplier:**  
For and on behalf of

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

## **CONTRACT TERMS AND CONDITIONS**

Project Name: \_\_\_\_\_ Purchaser: \_\_\_\_\_  
Package No. \_\_\_\_\_

### **1. Definitions**

- (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) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the RFQ.
- (h) "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.
- (i) "ADB" is the Asian Development Bank.

### **2. Applicable Law**

2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.:India

### **3. Language**

3.1 All communications and documents related to the Contract shall be in English.

### **4. Assignment**

---

RFQ Document for Procurement of Materials for Upgradation/Construction of new AWCs at Umling, Ri Bhoi District, Meghalaya  
.Single-Stage: One-Envelope

4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

## **5. Fraud and Corruption**

5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

## **6. Fixed Contract Price**

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

## **7. Delivery Schedule**

7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 120 days from receiving Supply Order.

## **8. Required Technical Specifications (with attachments as necessary)**

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters, if prescribed by the Purchaser

Supplier shall confirm compliance with above specifications by submitting documents by authorized agency, as prescribed/approved by the Purchaser.

## **9. Delivery and Documents**

9.1 Upon delivery of the Materials at site/location, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:  
(a) Two copies of the Supplier's invoice showing the description of the Materials (including packet details separately included), quantity, unit price, and total amount;  
(b) Delivery note;  
© any other document, if required.

## **10. Taxes and Duties**

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. Therefore, advised to include all applicable land taxes etc.

## **11. Payment**

11.1 It will be the responsibility of the supplier to ensure conformity and verification of all technical specifications, related services and supply at designated locations. The Village Employment council (VEC) and block officer; wherever applicable, shall be responsible for quality, quantity, timely supply, storage, bill verification and inspection of the supply materials with sign and official seal.

The MECDM will accept duly certified invoices for payments.

11.2 Payment of the contract price shall be made in the following manner:

On Delivery and acceptance: **On successful completion of Supply the Supplier will submit bills to the BDO's office for verification. After verification, BDO's office shall send the bills to ECDMP for Payment. ECDMP will release the payment to the Supplier directly through Project Finance Management System (PFMS).**

## 12. Inspections & Tests

12.1 Tests and Inspections shall be carried out at the following times or milestones, and places: **At village level by Village Employment Council (VEC) (as applicable)**

Materials: Construction Materials

Type of Test: The supplier shall guarantee/warranty certificate that the goods conform to all specifications contained in the contract. However, on arrival of the materials at destination the purchaser or its representative shall have the right to inspect and or test any sample or whole the material. If the specification of material is not found as per specified conditions, the supplier shall take immediate steps to remedy the deficiency to the satisfaction of the purchaser's representative.

At the time of inspection, Block officer may depute its representative/VEC/independent Third-party inspector to inspect, the material.

The supplier shall affix name tag at prominent place carrying the details of name of the supplier, number and date of supply of material, the name of purchaser block officer and supply location details etc. as per Supply and Delivery Schedule.

**Place:** At respective VEC Locations

**Address:** .....

**Country:** India

## 13. Defects

13.1 Any breakage, spoilage, shortage at the time of delivery should be recorded on delivery note and replacement should be done in next delivery schedule.

## 14. Resolution of Disputes

14.1 The Purchaser and the Supplier 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 between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Arbitration And Conciliation Act, 1996 Of India.

Place Of Arbitration: **Shillong**

## 15. Failure to Perform

15.1 The applicable rate for liquidated damages for delay in supply shall be: **0.1 % per month** of acceptable contract value (this will be calculated on a pro-rata basis per month) up to a maximum deduction of **10% of the Contract Price**. Once the maximum is reached, the Purchaser may terminate the Contract.

## **16. Force Majeure**

16.1 The supplier shall not be liable for penalties 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.

- (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) 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 Force Majeure event.

## **17. Termination Due to Integrity Violation**

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

## **18. Accounts and Records**

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

## **19. Suspension of ADB Loan or Credit**

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due to it, within **the 45 days** for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

## **20. Performance Security**

20.1 The Supplier shall provide a Performance Security of **2 %** (Two percent) of the Contract Price in the designated format (Attached at Annexure-7) before contract signing. The amount shall be in proportion to the amount of the contract price. 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.

20.2 Discharge of the Performance Security shall take place: after satisfactory delivery and acceptance of the Goods /after releasing of full and final payment against the Contract, whichever is earlier.

# **Attachment-6** **Notification of Award**

---- on letterhead of the purchaser ----

## **Letter of Acceptance**

..... date. ....

To: ..... *name and address of the supplier* .....

Subject. . . *Notification of Award Contract No.* .....

This is to notify you that your RFQ (Lot ....) dated . . . date. . . . for Supply of the .....*name of the contract and identification number, as given in the RFQ*.....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 Evaluation and Comparison criteria of RFQ(Lot No...) is hereby accepted by Purchaser.

You are requested to furnish the Performance Security within 14 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form attached with this LOA.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

## **Attachment 7**

# **Performance Security**

*Bank's name, and address of issuing branch or office<sup>3</sup>*

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

**Date:** .....*Insert date (as day, month, and year)* .....

**Performance Guarantee No.:**

We have been informed that . . . . . *name of the supplier* ..... (hereinafter called "the Supplier") has entered into Contract No. . . . . . *reference number of the contract*. . . . . dated ..... with you, for the execution of . . . . . *name of contract and brief description of materials and related services*. . . . . (hereinafter called "the Contract").

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

At the request of the Supplier, we . . . . . *name of the bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of.....*name of the currency and amount in words*<sup>4</sup>. . . . . (*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 . . . . . day of . . . . . ,.....<sup>5</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758,

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<sup>3</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>4</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the purchaser.

<sup>5</sup> Insert the date 28 days after the expected completion date. The purchaser should note that in the event of an extension of the time for completion of the contract, the purchaser would need to request an extension of this guarantee from the guarantor. Such a request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.<sup>6</sup>

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<sup>6</sup> Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.