

Request for Bids Non-Consulting Services

National Open Competitive Procurement
(Two-Envelope Bidding Process with e-Procurement and Rated Criteria)
(For Lump-sum Contracts)

25th September 2026

GOVERNMENT OF MEGHALAYA

PROJECT MEGHALAYA MULTISECTORAL PROJECT FOR ADOLESCENT
WELLBEING, EMPOWERMENT AND RESILIENCE

REQUEST FOR BIDS NO: MBMA/MPOWER/25/2026-27/NCS-4/66

National Open Competitive Procurement
Procurement of Non-Consulting Services
(Two-Envelope Bidding Process with e-Procurement and Rated Criteria)
(For Lump-sum Contracts)

NAME OF NON-CONSULTING SERVICE	: HIRING OF AN AGENCY FOR THE IMPLEMENTATION AND MANAGEMENT OF THE MEGHALAYA I-LEARNING PROJECT UNDER THE MPOWER PROJECT (LIVESTREAM AND STUDIO)
DATE OF ISSUING OF BIDDING DOCUMENT	: 25 th SEPTEMBER, 2026
TIME AND DATE OF PRE-BID MEETING	: DATE - 1 st OCTOBER, 2026, TIME – 14:00 HOURS
LAST DATE AND TIME FOR SUBMISSION OF BIDS	: DATE: 26 th OCTOBER, 2026 TIME – 14:00 HOURS
TIME AND DATE OF OPENING – TECHNICAL PART	: DATE- 26 th OCTOBER, 2026 TIME- 14:30 HOURS
TIME AND DATE OF OPENING - FINNCIAL BID	: TO BE NOTIFIED TO THE TECHNICALLY QUALIFIED BIDDER(S)
PLACE OF OPENING OF BIDS	: SPRINGSIDE, OPPOSITE HP OFFICE LUMSOHPHOH, NONGTHYMMAI- 793014, MEGHALAYA, SHILLONG
OFFICER INVITING BIDS	: SHRI. VIJAY KUMAR MANTRI, IAS CO-PROJECT DIRECTOR, MPOWER, MBMA.
ADDRESS FOR COMMUNICATION	: SPRINGSIDE, OPPOSITE HP OFFICE LUMSOHPHOH, NONGTHYMMAI- 793014, MEGHALAYA, SHILLONG

GOVERNMENT OF MEGHALAYA

MEGHALAYA MULTISECTORAL PROJECT FOR ADOLESCENT WELLBEING, EMPOWERMENT AND RESILIENCE (MPOWER)

Request for Bids Non-Consulting Services

E-Procurement Notice (TWO-ENVELOPE BIDDING PROCESS WITH E-PROCUREMENT)

NATIONAL OPEN COMPETITIVE PROCUREMENT

Employer: Meghalaya Basin Management Agency (MBMA)

Project: Meghalaya Multisectoral Project for Adolescent Wellbeing, Empowerment and Resilience

Contract title: Hiring of an agency for the implementation and management of the Meghalaya I-learning project under the MPOWER project (Livestream and Studio)

Loan No.: P507066

RFB No: MBMA/MPOWER/25/2026-27/NCS-4/66

Issued on: 25th September, 2026

1. The Government of India has received financing from the World Bank toward the cost of the Multi Sectoral Project for Adolescent Wellbeing, Empowerment and Resilience (MPOWER) and intends to apply part of the proceeds toward payments under the contract for Hiring of an agency for the implementation and management of the Meghalaya I-learning project under the MPOWER project (Livestream & Studio).
2. Meghalaya Basin Management Agency (MBMA) now invites online Bids from eligible Bidders for Hiring of an agency for the implementation and management of the Meghalaya I-learning project under the MPOWER project. The scope of the Non-Consulting Services includes the **supply, installation, testing, commissioning, operation, management, and maintenance of smart classroom infrastructure, digital teaching and learning systems, network connectivity, technical support, teacher assistance, helpdesk services, capacity building, and project management across approximately 700 government schools and 65 CMYCs located throughout the State of Meghalaya. The contract shall be implemented over a period of 48 months from the date of commencement of services. Bidders shall meet the minimum qualification requirements specified in Section III – Evaluation and Qualification Criteria, including demonstrated experience in implementing large-scale ICT-enabled education or managed service projects of similar nature, complexity, and value, as**

well as the required financial, technical, and managerial capacity. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents and the weightings specified therein, shall apply for Rated Criteria (including technical and non-price factors). In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest.

3. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers - July 2016, Seventh Edition September 2025” “Procurement Regulations” and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from MPOWER, Meghalaya Basin Management Agency (MBMA), mpowerprocurement.mbma@gmail.com and inspect the bidding document during office hours from 10 AM (IST) to 06.00 PM on all working days at the address given below or download the bidding document from e-procurement system <https://meghalayatenders.gov.in>.
5. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
6. For submission of the bid, the bidder is required to have Class III Digital Signature Certificate (DSC) in the name of the person duly authorized to sign on behalf of the Bidder from one of the Certifying Authorities authorised by Government of India for issuing DSC (e.g. Verasys/ Sify/ Code/ eMudhra etc.), with their profile. It is mandatory for the bidder to register their firm with e-procurement system and obtain user ID and password for participating in e-procurement in this Project.
7. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on the e-procurement system on or before the deadline for submission of bids, and the “TECHNICAL PART” of the bids will be publicly opened online on the same day at **14:30 hours**, in the presence of the Bidders’ designated representatives who choose to attend. The “FINANCIAL PART” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic procurement system would not allow any late submission of bids.
8. A pre-bid meeting will be held as per the schedule mentioned in the e-procurement portal to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.2 of ‘Instructions to Bidders’ of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of services under the contract(s) for discussion and clarification at the pre-bid meeting.
9. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to

notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.



**Deputy Project Director,
MPower, MBMA**

Request for Bids Non-Consulting Services

Procurement of:

Hiring of an agency for the implementation and management of the Meghalaya I-learning project under the MPOWER project (Livestream and Studio)

RFB No: MBMA/MPOWER/25/2026-27/NCS-4/66

Project: Meghalaya Multisectoral Project for Adolescent Wellbeing Empowerment and Resilience (MPOWER)

Employer: Meghalaya Basin Management Agency

Country: India

Issued on: 25th September, 2026

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Part I – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General	
1. Scope of Bid	1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS. 1.2 Throughout this bidding document: (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, "singular" means "plural" and vice versa; and (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; (d) "ES" means environmental and social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)); (e) "Sexual Exploitation and Abuse" "(SEA)" means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. (f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's or Employer's Personnel;

	(g) “Service Provider’s Personnel” is as defined in GCC Sub-Clause 1.1; and (h) “Employer’s Personnel” is as defined in GCC Sub-Clause 1.1. A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV. 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.
2. Source of Funds	2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified in the BDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued. 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. Fraud and Corruption	3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI. 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
4. Eligible Bidders	4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent,

	unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless specified in the BDS, there is no limit on the number of members in a JV. In case of a successful bid, the joint venture agreement shall be registered in the place specified in BDS so as to be legally valid and binding on members. 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
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	(e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or (g) 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 (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document 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 the Bank throughout the procurement process and execution of the Contract.
	4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.
	4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
	4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions

	Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS .
	4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
	4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
	4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
	4.9 Deleted.
	4.10A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
	4.11 Deleted.
5. Qualification of the Bidder	5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

6. Sections of Bidding Document	6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9. PART 1: Bidding Procedures • Section I - Instructions to Bidders (ITB) • Section II - Bid Data Sheet (BDS) • Section III - Evaluation and Qualification Criteria • Section IV - Bidding Forms • Section V - Eligible Countries • Section VI - Fraud and Corruption PART 2: Employer's Requirements • Section VII - Employer's Requirements PART 3: Contract • Section VIII - General Conditions of Contract (GCC) • Section IX - Special Conditions of Contract (SCC) • Section X - Contract Forms
	6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
	6.3 Unless obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice', the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice' shall prevail. 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

7. Site Visit	7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.
8. Clarification of Bidding Document	8.1 The electronic procurement system specified in the BDS provides for online clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer online on the e-procurement system. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS . Description of clarification sought, and the response of the Employer shall be uploaded on the e-procurement system for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
9. Amendment of Bidding Document	9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS. The Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid. 9.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders. 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.
B. Preparation of Bids	
10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
11. Language of Bid	11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in English. 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 into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
12. Documents Comprising the Bid	12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously. 12.2 The Technical Part shall contain the following: (a) Letter of Bid - Technical Part, prepared in accordance with ITB 13; (b) Bid Security or Bid-Securing Declaration in accordance with ITB 20.1; (c) Alternative Bid - Technical Part: if permissible in accordance with ITB 14, the Technical Part of any Alternative Bid; (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3, and in accordance with ITB 21.4 in case of a JV; (e) Qualifications: documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; (f) Bidder's Eligibility: documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid; (g) Conformity: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and (h) any other document required in the BDS.
	12.3 The Financial Part shall contain the following: (a) Letter of Bid – Financial Part: prepared in accordance with ITB 13 and ITB 15; (b) Schedule: Priced Activity Schedule completed in accordance with ITB 13 and ITB 15; (c) Alternative Bid - Financial Part: if permissible in accordance with ITB 14, the Financial Part of any Alternative Bid; and (d) any other document required in the BDS. 12.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive. 12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV (where permitted) shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a

	successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. 12.6 The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
13. Process of Bid Submission	13.1 The Letter of Bid - Technical Part, Letter of Bid- Financial Part and Priced Activity Schedule, and all documents listed under Clause 12 shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested. 13.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule shall be submitted online on e-procurement system specified in ITB 8.1. Details and process of online submission of the tender and relevant documents are given on the website mentioned above. Scanned copies of documents listed in ITB clauses 12 and 13.3 should also be uploaded on this website.
14. Alternative Bids	14.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.
	14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
	14.3 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Section VII, Employer's Requirements.
15. Bid Prices and Discounts	15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part and in the Priced Activity Schedule(s) shall conform to the requirements specified below.
	15.2 All lots (contracts) and items must be listed and priced separately in the Priced Activity Schedule(s).
	15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the Priced Activity Schedule, submitted by the Bidder.

	15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 13.1.
	15.5 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications and listed in the Activity Schedule in Section VII, Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Priced Activity Schedule. Corrections if any, in the bid can be carried out by editing the information before electronic submission on e-procurement system.
	15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
	15.7 If provided for in the BDS , the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
	15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
	15.9 Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Service Provider). The bidder shall furnish along with its bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the construction equipment/ machinery/ goods for which certificate is required is Nil. To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the specifications/performance requirements, proposed work method and schedule, the certificates will be issued within 60 [sixty] days of signing of contract and no

	subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Service Provider when in need, and to the extent the Employer determines the quantities indicated therein are reasonable. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. If the bidder has considered the tax/duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/ duty exemption or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/ machinery/goods as a result of the above shall not be a cause for granting any extension of time.
16. Currencies of Bid and Payment	16.1 The Bid price shall be quoted by the Bidder and shall be paid for by the Employer, entirely in Indian Rupees.
17. Documents Establishing Conformity of Services	17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements. 17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.
18. Documents Establishing the Eligibility and Qualifications of the Bidder	18.1 To establish their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms. 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

	18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
19. Period of Validity of Bids	19.1 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 9. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive. 19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing on the e-procurement system and through e-mails. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3. 19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows: (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS; (b) in the case of adjustable price contracts, no adjustment shall be made; (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
20. Bid Security	20.1 The Bidder shall furnish as part of the Technical Part its Bid, either a Bid-Securing Declaration or a Bid security, as specified in the BDS, in original form and, in the case of a Bid Security, in the amount specified in the BDS. 20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms. 20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option: (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India; (b) an irrevocable letter of credit issued by a Nationalized/ Scheduled bank located in India; (c) a cashier's or certified check or demand draft from a Nationalized/ Scheduled bank located in India; or

	(d) another security specified in the BDS, If the unconditional guarantee is issued by an institution located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2. 20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive. 20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46. 20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. 20.7 The Bid Security may be forfeited, or the Bid-Securing Declaration may be executed: (a) if a Bidder withdraws/modifies/substitutes its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letters of Bid or any extended date provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 34; or (b) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB 45; or (ii) furnish a performance security in accordance with ITB 46. 20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.5. 20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letters of Bid, or any extended date provided by the Bidder; or if the Bidder does not
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	accept the correction of its Bid Price pursuant to ITB Sub-Clause 34; or (b) if the successful Bidder fails to: (ii) sign the Contract in accordance with ITB 45; or (iii) furnish a performance security in accordance with ITB 46; the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.
21. Format and Signing of Bid	21.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 12 and ITB 22. 21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. 21.3 The Bid shall be signed by a person or persons 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 uploaded along with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. 21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid. 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
C. Online Submission of Bids	
22. Preparation of Bids	22.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 8.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of Non-Consulting Services for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration on the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorized by the Government of India (for class of DSC specified in BDS). 22.2 As part of the enrolment process, bidders are required to choose unique username and assign a password for their accounts. Upon enrolment,

	the Bidders will be required to register their valid Digital Signature Certificate (DSC) with their profile. The bidders should register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement system. A bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected. 22.3 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement system along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security. 22.4 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a bid summary and a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission, and a copy should be retained by the Bidder. 22.5 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.
23. Deadline for Submission of Bids	23.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time specified in the BDS. The server time will be considered as the standard time for referencing the deadlines for submission of the bids, opening of bids etc. 23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. Late Bids	24.1 The electronic procurement system would not allow any late submission of bids after due date & time as per server time.
25. Withdrawal, Substitution and Modification of Bids	25.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement system, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is

	withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).
	25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.
	25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letters of Bid or any extended date thereof. This will result in the forfeiture of the Bid Security or execution of the Bid-Securing Declaration pursuant to ITB 20.7.
D. Public Opening of Technical Parts of Bids	
26. Public Bid Opening of Technical Parts of Bids	26.1 The Employer shall, at the Bid opening, publicly open Technical Parts of all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 13.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 13.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, the presence or absence of a Bid Security or Bid Securing Declaration, if one was required, Alternative Bids – Technical Parts, if any, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening. 26.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and technical parts of Alternative Bids, if any, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.
E. Evaluation of Bids – General Provisions	
27. Confidentiality	27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 32. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be

	disclosed to Bidders, or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 41. In cases where ITB 41 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 43. 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid. 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
28. Clarification of Bids	28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Priced Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing and shall be delivered to concerned bidders through e-procurement system/ official email id mentioned in RFB. No change, including any voluntary increase or decrease, 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 Employer in the evaluation of the Bids, in accordance with ITB 34. 28.2 The bidder shall respond to the queries on e-procurement system. If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
29. Nonmaterial Nonconformities	29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid. 29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
F. Evaluation of Technical Part of Bids	
30. Determination of Responsiveness	30.1 The Employer's determination of the Technical Part's responsiveness shall be based on the contents of the Bid itself, as specified in ITB 12.

s, Eligibility and Qualifications	30.2 Preliminary examination of the Technical Part shall be carried out to identify bids that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that materially conforms to 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 Non-Consulting Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the bidding document, the Employer'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 Bids. 30.3 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. 30.4 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm. 30.5 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor. 30.6 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 31.
31. Detailed Evaluation of Technical Part	31.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria

	31.2 The scores and weightings to be given to Rated Criteria (including technical and non-price) factors and sub factors are specified in the BDS .
G. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
32. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	32.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information: (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; (b) their Financial Part of Bid will not be opened; and (c) notify them of the date, time and location of the public opening of Financial Parts of the Bids. 32.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information: (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements; (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and (c) notify them of the date, time and location of the second public opening of the Financial Parts of the Bids, as specified in the BDS. 32.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 32.1 and 32.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 48.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the technical scores, the Bid prices, including any discounts and Alternative Bid - Financial Part if any, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.

	32.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Bids, if permitted, and discounts that are opened at Bid opening shall be considered further for evaluation.
H. Evaluation of Financial Part of Bids	
33. Adjustments for Nonmaterial Nonconformities	33.1 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate
34. Correction of Arithmetic Errors	34.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetic errors on the following basis: (a) if there is discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. 34.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 34.1, shall result in the rejection of the Bid and the Bid Security may be forfeited or the Bid-Securing Declaration may be executed in accordance with ITB Sub-Clause 20.7.
35. Evaluation Process, Financial Parts	35.1 To evaluate the Financial Part, the Employer shall consider the following: (a) price adjustment for correction of arithmetic errors in accordance with ITB 34.1; (b) price adjustment due to discounts offered in accordance with ITB 15.4; (c) not used;

	(d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.1; (e) excluding provisional sums and the provision, if any, for contingencies in the Priced Activity Schedule but including Daywork, when requested in the Specifications; and (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria. 35.2 If price adjustment is allowed in accordance with ITB 15.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation. 35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation.
36. Conversion to Single Currency and Margin of Preference	36.1 Conversion to Single Currency - Not Used. 36.2 Margin of domestic preference shall not apply.
37. Abnormally Low Bids	37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in the BDS, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
I. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award	

38. Evaluation of combined Technical and Financial Parts	38.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the BDS. The Employer will rank the Bids based on the evaluated Bid score (B). 38.2 The Employer will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.
39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids	39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
40. Standstill Period	40.1 Not used.
41. Notification of Intention to Award	41.1 Not Used.
J. Award of Contract	
42. Award Criteria	42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.
43. Notification of Award	43.1 Prior to the date of expiry of the Bid validity, or any extension thereof, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
	43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Employer;

	(b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
	43.3 The Contract Award Notice shall be published on a National website (GoI website https://etenders.gov.in or GoI Central Public Procurement Portal https://eprocure.gov.in/cppp/) or on the Employer's website with free access if available, and on the e-procurement system.
	43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
44. Debriefing by the Employer	44.1 Not used.
45. Signing of Contract	45.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder. 45.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 46, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.
46. Performance Security	46.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, and in the amount and form stipulated in the BDS. 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Adjudicator	47.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at daily rate specified in the BDS , plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
48. Procurement Related Complaint	48.1 The procedures for making a Procurement-related Complaint are as specified in the BDS .

Section II - Bid Data Sheet (BDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids (RFB) is: <i>MBMA/MPOWER/25/2026-27/NCS-4/66</i> The Employer is: Meghalaya Basin Management Agency (MBMA) The name of the RFB is: Hiring of an agency for implementation and management of Meghalaya i-learning project under MPOWER. The number and identification of lots (contracts) comprising this RFB is: Not Applicable. Multiple lots are not included in this procurement.
ITB 1.2(a)	The Employer shall use the e-procurement system specified in BDS 8.1.
ITB 1.3	The Intended Completion Date is 48 months from the date of effectiveness of contract i.e signing of the contract
ITB 2.1	The Borrower is: Government of India Loan amount: 35 million USD The name of the Project is: <i>Meghalaya Multisectoral Project for Adolescent, Wellbeing Empowerment and Resilience.</i>
ITB 4.1	Bids from Joint Ventures are permitted Where Joint Ventures are permitted: (a) Maximum number of members in the Joint Venture (JV) shall be: 3 Members (including the Lead Member) (b) JV agreement must be duly executed and registered under applicable Indian law (c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement. (d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.

ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
	B. Contents of Bidding Document
ITB 7	The existing "ITB 7" is renamed as "ITB 7. Site Visit, Pre-Bid Meeting" The following are inserted as new sub-clauses: "7.2 If so, specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. 7.3 The Bidder is requested, to submit any questions only through the e-procurement system, not later than 3 days before the meeting. Clarifications requested through any other mode shall not be considered by the Employer. 7.4 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on e-procurement system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the <i>Employer</i> exclusively through the issue of an addendum pursuant to ITB 9 and not through the minutes of the pre-Bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder."
ITB 7.2	A pre-bid meeting shall take place. If a pre-bid meeting will take place, it will be at the following date, time and place: Please refer the details from the Meghalaya e-tender portal A pre-bid meeting will take place both through Video Conference (VC) and physical as per the schedule mentioned in the e-tender portal. The prospective bidders wishing to join the VC shall send a request email on the official email of the implementing agency mpowerprocurement.mbma@gmail.com at least 02 (two) days prior to date of the pre-bid meeting so that a link for VC can be sent to them (late requests may not be entertained). Such requests from the prospective bidders shall include the details of the firm, its address, name and designation of the person who will attend the VC, and email id through which VC is desired to be joined. Normally, not more than two email ids shall be permitted per bidder.

ITB 8.1	Electronic – Procurement System The Employer shall use the following electronic-procurement system to manage this Bidding process: https://meghalayatenders.gov.in/nicgep/app Requests for clarification should be received by the Employer no later than: 3 days prior to the <i>pre-bid meeting</i>. [Note: e-procurement system of NIC also provides a 24x7 e-procurement portal (CPP) Helpdesk for any queries relating to the process of online bid submission or relating to e-procurement portal in general. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: Tel: The 24 x 7 Telephonic Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.
ITB 9.1	A bidder has multiple options built in the e-procurement system for searching active bids by several parameters. These parameters could be Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search, wherein a bidder may combine a number of search parameters to search for a bid. Once a bid has been selected, the bidder may download the required documents/ bid schedules and move them to the respective ‘My Bids’ folder. This would enable the e-procurement system to intimate the bidder through SMS/ e-mail regarding any corrigendum issued to the bid document. The bidder should make a note of the unique Bid ID assigned to each bid to obtain any clarification/ help, if required from the Helpdesk (BDS 8.1 also refers)
	C. Preparation of Bids
ITB 12.2 (h)	The Bidder shall submit the following additional documents in the Technical Part of its Bid: i) Certificate of Incorporation / Registration under the appropriate act in India. (ii) Code of Conduct for Service Provider’s Personnel, if applicable (iii) Goods and Service Tax (GST) Certificate (iv) PAN (Permanent Account Number (v) The Agency shall provide the necessary documentary evidence in support of its compliance with all specified criteria, including the Rated Criteria, as part of its Technical Proposal. The Bidder shall submit its Code of Conduct that will apply to the Service Provider’s Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Employer’s country where the Services are required, to ensure compliance with

	the Service Provider's Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. <i>Note: In case of a Joint Venture (JV), all members of the JV shall submit the required documents individually.</i>
ITB 12.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: <i>NA</i>
ITB 13	Note for Bidders: Bidders have to submit the bids on the e-procurement system along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-procurement system. The rest of the forms shall be download by the bidders and filled-up. The filled-up pages shall then be scanned and uploaded on the e-procurement system along with the scanned copies of the supporting documents. Documents which are to be submitted as scanned documents shall be printed or written in indelible ink (or legible photocopies in the case of copies) and all the pages shall be signed by person or persons duly authorized to sign on behalf of the Bidder before scanning and uploading. To avoid time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders in the NIC e-procurement system. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of e-Technical Bid.
ITB 13.3	Add the following as sub-clause 13.3: "13.3 Submission of Original Documents: The bidders are required to separately submit (i) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted. These original documents shall be sealed in an envelope(s) that (a) shall bear the name and address of the Bidder; (b) shall be addressed to the

	Purchaser; and (c) shall bear the specific identification of this bidding process as indicated in BDS 1.1”
ITB 13.3	The Employer’s address is: Address: OFFICE OF MPOWER, LOWER LACHUMIERE NEXT TO DISTRICT SOCIAL WELFARE OFFICE, SHILLONG - 793003, MEGHALAYA Floor/ Room number:3rd Floor City: Shillong, Meghalaya Country: India Email address: mpowerprocurement.mbma@gmail.com
ITB 14.1	Alternative Bids shall not be considered.
ITB 14.2	Alternative times for completion shall not be permitted.
ITB 14.3	Alternative technical solutions shall not be permitted.
ITB 15.7	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 17.3	The Bidder shall furnish, as part of the Technical Part of its Bid, itemised technical documentation for all hardware and equipment proposed to be supplied under the Contract, including but not limited to:Smart TVs, set-top boxes, content servers, network equipment, UPS units and related accessories. Such documentation shall include original manufacturer datasheets, product brochures, or product technical specification sheets demonstrating compliance with the technical parameters specified in Section VII, Employer's Requirements. Where the equipment proposed is not from the manufacturer directly, the Bidder shall furnish evidence of authorised dealership or supply arrangement.
ITB 17.4	All equipment and hardware proposed for supply and installation shall comply with applicable Indian and international standards as specified in Section VII. Where Bureau of Indian Standards (BIS) certification is mandated for any item under applicable regulations, the Bidder shall furnish copies of valid BIS registration/certification. For imported equipment, the Bidder shall furnish evidence of compliance with applicable Indian customs and safety regulations. Equivalency to specified standards shall be established by the Bidder at the time of bid submission.
ITB 17.5	The Bidder shall confirm in its Technical Bid that the Employer (or its authorised representative) shall have the right to conduct pre-dispatch

	inspection and testing of equipment at the manufacturer's or Bidder's premises prior to dispatch to site, at no additional cost to the Employer. The Bidder shall provide at least fifteen (15) days' notice of readiness of equipment for pre-dispatch inspection. Costs of Employer's travel and accommodation for such inspection shall be borne by the Employer.
ITB 17.6	The Bidder shall furnish, as part of its Technical Bid, a declaration of the country of origin of all major equipment and hardware items proposed for supply, using Form ASS-1 in Section IV. For imported equipment, country of origin shall be established in accordance with the prevailing rules of the Government of India. Equipment from countries ineligible under Section V of this bidding document shall not be supplied under this Contract
ITB 19.1	The Bid shall be valid until: 120 days from the due date of submission of the bid.
ITB 19.3 (a)	Not Applicable
ITB 20.1	A Bid Security shall not be required. A Bid-Securing Declaration shall be required. Bidders must submit the Bid Securing Declaration in the Format under section IV - Bidding Form.
ITB 20.3 (d)	None
ITB 20.9	If the Bidder performs any of the actions prescribed in ITB 20.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Employer for a period of 3 years starting from the date the Bidder performs any of the actions.
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.
	D. Online Submission of Bids
ITB 22.1	Class of DSC required is: Class III
ITB 23.1	The deadline for uploading the Bids is: Date: 26th October, 2026

	Time: 14:00 hours									
ITB 25.1	Re-submission of the bid is allowed, if withdrawn.									
E. Public Opening of Technical Parts of Bids										
ITB 26.1	The online opening of Technical Part of Bids shall take place at: Street Address: Springside, Opposite HP Office Lumsophoh, Nongthymmai-793014, Meghalaya, Shillong City: <i>Shillong, Meghalaya</i> Country: India Date: <i>26th October, 2026</i> Time: 14:30 hours In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.									
G. Evaluation of Technical Part of Bids										
ITB 31.2	The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding weight out of 100% are: <table><tr><th>Technical Factor</th><th>Weight in percentage <i>[insert weight in %]</i></th><th>Details to be provided in Form/Document to be provided (Rated Criteria)</th></tr><tr><td>1) <i>Technical Solution and Architecture</i></td><td>10</td><td>The Bidder shall submit a PMIS/Dashboard Technical Design & Architecture Document as part of its Technical Bid, covering BOOT infrastructure, classroom/studio integration, content delivery, network redundancy, scalability, cybersecurity, and PMIS/dashboard architecture, including data sources, school-level monitoring, integration with the Project MIS, and automated SLA deduction calculation.</td></tr><tr><td>2) <i>Content Production</i></td><td>10</td><td>The Bidder shall submit a Content Production and Studio Capability Document as part of its Technical</td></tr></table>	Technical Factor	Weight in percentage <i>[insert weight in %]</i>	Details to be provided in Form/Document to be provided (Rated Criteria)	1) <i>Technical Solution and Architecture</i>	10	The Bidder shall submit a PMIS/Dashboard Technical Design & Architecture Document as part of its Technical Bid, covering BOOT infrastructure, classroom/studio integration, content delivery, network redundancy, scalability, cybersecurity, and PMIS/dashboard architecture, including data sources, school-level monitoring, integration with the Project MIS, and automated SLA deduction calculation.	2) <i>Content Production</i>	10	The Bidder shall submit a Content Production and Studio Capability Document as part of its Technical
Technical Factor	Weight in percentage <i>[insert weight in %]</i>	Details to be provided in Form/Document to be provided (Rated Criteria)								
1) <i>Technical Solution and Architecture</i>	10	The Bidder shall submit a PMIS/Dashboard Technical Design & Architecture Document as part of its Technical Bid, covering BOOT infrastructure, classroom/studio integration, content delivery, network redundancy, scalability, cybersecurity, and PMIS/dashboard architecture, including data sources, school-level monitoring, integration with the Project MIS, and automated SLA deduction calculation.								
2) <i>Content Production</i>	10	The Bidder shall submit a Content Production and Studio Capability Document as part of its Technical								

	<i>n</i> <i>Capability</i>		Bid, covering the design and specifications of the three studios, broadcast workflow, live-to-school delivery quality, content management system, and capacity for conducting simultaneous sessions.
	3) <i>Project Implementation Methodology</i>	15	The Bidder shall submit a Project Implementation Methodology and Work Plan as part of its Technical Bid, covering the phased rollout plan, district-wise deployment schedule, risk mitigation measures, SAC commissioning process, PMIS go-live timeline, and mobilisation plan.
	4) <i>Key Personnel Qualifications and Deployment Plan</i> - Project Manager – 3 Marks - Center Manager – 3 Marks - Studio technical Lead (3 nos.) – 2 Marks each - Content developer (6 nos.) – 2 Marks each - Broadcast Engineer (3 nos.) – 2 Marks each	30	The Bidder shall submit the CVs of the proposed Key Personnel as part of its Technical Bid, along with supporting qualification and experience documents and a Key Personnel Deployment Plan.

	(5) <i>Relevant Prior Experience (similar scale EdTech/BOOT deployments)</i>	15	The Bidder shall submit details of relevant prior experience as part of its Technical Bid, supported by relevant documentary evidence such as contracts, work orders, completion certificates, or equivalent documents, covering similar-scale EdTech/BOOT/managed ICT deployments.
	6) <i>O&M Plan and SLA Compliance Framework</i>	20	The Bidder shall submit an O&M Plan and SLA Compliance Framework as part of its Technical Bid, covering the 48-month operations plan, PMIS-based SLA monitoring approach, escalation matrix, response time commitments, Schedule A LD provisions, Technology Refresh Plan (T+24/T+36), and UPS battery replacement plan (T+29 to T+31).
	Total	100	
	Note: a) <i>Minimum qualifying technical score: 70 out of 100</i> b) <i>Technical Weight: 50%. Financial Weight: 50%.</i> c) <i>Under technical factor number 4 i.e Key Personnel Qualifications and Deployment plan, there are 26 key resources as mentioned in the Scope of Work (excluding the teachers) and out of 26, only 14 resources are to be evaluated in the following manner. Hence, the teachers, camera operators and Audio Video Technician shall not be evaluated.</i> -Academic qualification: 20% - General experience: 20% - Specific experience: 60% d) The evaluation is on a 50:50 (Technical: Financial) basis. A Bidder scoring less than 70 out of 100 on the Technical Proposal shall be declared technically non-responsive and the Financial Bid shall not be opened.		

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITB 32.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date and time of the public opening of Financial Parts of Bids. In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website www.mbda.gov.in, www.mbma.org.in In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
I. Evaluation of Financial Part of Bids	
ITB 34	Note: If the e-procurement (i) system automatically calculates the line-item total from unit price and quantity, and total amount from the subtotals, and (ii) the system also automatically populates the amount in words from the amount in figures, then there is no scope of discrepancy and need for arithmetic correction.
ITB 35.1 (f)	Not Applicable
ITB 35.3	Not Applicable. Multiple lots are not included in this procurement.
ITB 37.2	Provisions related to Abnormally Low Bids do not apply.
I. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 38.1	The weight to be given for cost is: 50%
J. Award of Contract	
ITB 43.3	The Contract Award Notice shall be published on the Employer's website with free access and on the e-procurement system www.meghalayatenders.gov.in
ITB 46.1	The Performance Security amount is 10 percent of Contract Amount, and the Standard Form of Performance Security acceptable to the Employer shall be <i>a Bank Guarantee</i> The Performance Security shall be furnished in the form of an irrevocable and unconditional Bank Guarantee issued by a scheduled commercial bank

	acceptable to the Employer, in the prescribed format provided in the Bidding Documents. The Performance Security shall remain valid for a period of 54 (fifty-four) months from the date of the Contract, or until such time as all contractual obligations of the Contractor have been satisfactorily fulfilled and the Employer issues the requisite confirmation/release, whichever is later.
ITB 47	The Adjudicator shall be mutually agreed upon and finalized by the Employer and the successful Bidder prior to signing of the Contract. The Adjudicator shall be selected from the panel of qualified adjudicators maintained by the Indian Council of Arbitration (ICA). The daily fee payable to the Adjudicator shall be as mutually agreed by the Parties in accordance with the applicable rules/rates of ICA, along with reimbursable expenses.
ITB 48.1	The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: For the attention: <i>Shri Vijay Kumar Mantri, IAS</i> Title/position: <i>Co-Project Director</i> Employer: <i>MPOWER, Meghalaya Basin Management Agency (MBMA)</i> Email address: <i>mpowerprocurement.mbma@gmail.com</i> A copy of the complaint can be sent for the Bank’s information and monitoring to: pprocurementcomplaints@worldbank.org In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; 2. the Employer’s decision to exclude a Bidder from the procurement process prior to the award of contract; and 3. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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1. Qualification

1.1 All Bidders shall include the following information and documents with their Bids:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) Completed Minimum Acceptable List forms MAL-1 through MAL-5 (Section IV, Bidding Forms) declaring the make, model, and technical specifications of all major items of equipment proposed for supply under the Contract, namely: Smart TV (MAL-1), UPS/Battery Backup (MAL-2), Industrial Dual SIM Router/CPE Equipment (MAL-3), Table and chair (MAL-4), and Studio Equipment(MAL-5).
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements, balance sheets and auditor's reports for the past five years, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (j) proposals for subcontracting components of the Services amounting to more than 15 percent of the Contract Price; *[the qualification and experience of each identified subcontractor in the relevant field should be annexed in the technical proposal.]*
- (k) Past Performance Statement using Form PPS-1 (Section IV), listing all completed or substantially complete contracts of a similar nature executed in the last 5 years, including client name, contract value, scope, start and end dates, and unit price of major equipment items supplied; and
- (l) Environmental and Social (ES) past performance declaration using the form in Section IV
- (m) Sexual Exploitation, Abuse and Harassment (SEA/SH) Performance Declaration using the form in Section IV.

1.2 Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed above for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) below; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement; All members of JV should have active participation in providing services during the currency of the contract, and the division of assignments to each member should not be varied/modified subsequently without prior approval of the Employer;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members;
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge; and
- (f) The joint venture agreement should be registered in Shillong so as to be legally valid and binding on members.

1.3 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified **in 1.4 below**;
- (b) experience as service provider in successfully completing at least two contracts of a nature and complexity equivalent to the Services over the last 5 years with each contract having a value of at least the amount specified in 1.4 below; (In case of ongoing contracts, the contract shall have achieved at least 70 percent completion);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **as specified in Section VII**; Annexure A, with declared specifications meeting the minimums per MAL-1 through MAL-5
- (d) Suitably qualified key personnel specified in 1.4 **below**; and

- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in 1.4 **below**.

A consistent history of litigation or arbitration awards against the Bidder or any member of a Joint Venture may result in disqualification.

At the time of Contract award, successful Bidder (including each member of a JV) shall not be subject to disqualification by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

1.4 Qualification Requirements

Joint Ventures	The information needed for Bids submitted by joint ventures is as follows: (a) JV/Consortium Agreement duly executed by all members, clearly specifying the Lead Member, roles and responsibilities of each member, and confirming the joint and several liability of all members for the performance of the Contract; (b) Power of Attorney authorising the Lead Member to represent and act on behalf of all members of the JV in connection with the Bid and, if successful, the Contract; (c) all documents required to establish the legal status, eligibility, financial capacity, technical capability and experience of each member of the JV; (d) details and documentary evidence of similar contracts completed/ongoing by each member, as required under the qualification criteria; (e) audited financial statements, turnover certificates and other financial capacity documents of each member, as applicable; (f) PAN, GST Registration Certificate and other applicable statutory registration documents of each member; (g) declarations relating to non-blacklisting/debarment, litigation history, conflict of interest and other matters specified in the Bidding Documents; and (h) any other documents required under the Bidding Documents to establish the eligibility and qualification of the JV and its individual members. Note: Unless specifically stated otherwise in the Bidding Documents, all members of the JV shall submit the required eligibility, qualification and supporting documents individually. The qualification requirements
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	shall be evaluated in accordance with the provisions specified for Joint Ventures in the Bidding Documents.
Annual Volume	The minimum required annual volume of Services for the successful Bidder in any of the last five years (2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) shall be: ₹46,24,35,000 (Rupees Forty-Six Crore Twenty-Four Lakh Thirty-Five Thousand only). Note: In the case of a Bidder submitting its Bid as a Joint Venture (JV), the required average annual turnover shall be met jointly/cumulatively by the JV members, with the following minimum contribution: * Lead Member: at least 40% of the required turnover, i.e. INR 18,49,74,000/- and * Other JV Member (Each JV member): at least 25% of the required turnover, i.e. INR 11,56,08,750/- The combined average annual turnover of the JV members shall be at least 100% of the required amount.
Experience	The Bidder shall demonstrate that, during the last five (5) financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25, and up to July 2026, it has successfully executed the following works, as a minimum: * Successfully completed at least two (2) similar contracts, each having an individual contract value of not less than INR 37,00,00,000/- (Rupees Thirty-Seven Crore only). Of these two contracts, at least one (1) contract shall have included either: a) the design, installation, and integration of large-scale digital learning, smart classroom, ICT, broadcasting, or livestreaming infrastructure, preferably across multiple locations/institutions, along with Operation and Maintenance (O&M) services for a minimum period of twelve (12) months; or b) Operation and Maintenance (O&M) services for a minimum period of twelve (12) months. In case of a joint venture, the Lead bidder must have successfully completed at least one contract of similar nature with the value not less than INR 37,00,00,000/- (Rupees Thirty-Seven Crore only). <i>Note: Similar contract would mean a contract involving the design, installation and integration of large-scale digital learning, smart</i>

	<i>classroom, ICT, broadcasting or livestreaming infrastructure, preferably across multiple locations/institutions.</i>																
Essential Equipment	The essential equipment to be made available for the Contract by the successful Bidder shall be: <i>As declared in MAL-1 through MAL-5 (Section IV) and as specified in Section VII, Annexure A — Schedule of Minimum Technical Specifications. The Bidder shall demonstrate plans for timely acquisition, delivery, and installation of: 1,055 × 85-inch Commercial Smart Displays; 1000 × Industrial Dual SIM Routers; 1055 × UPS/Battery Backup units; 3 × Studio Camera Systems (one each at Shillong, Tura, and metro city); and 3 × Broadcast Switcher/Encoder systems.</i>																
Key Personnel	The Bidder shall propose the following minimum key personnel using Form TCM-1 (Section IV) in addition to the other Key personnel specified at Part 8 (Studio & CCC staffing requirements, SME Teaching staff under Section VI i.e Scope of Services: CVs and signed availability declarations shall be submitted for all key personnel. The Key Personnel required for the project implementation are: <table><tr><th>SI No.</th><th>Position Name</th><th>No. of Persons</th><th>Minimum Qualification and Experience</th></tr><tr><td>1</td><td>Project Manager</td><td>1</td><td>Master’s degree / B.Tech in Engineering, IT, Electronics, or equivalent with a minimum of 8 years of experience in large-scale ICT infrastructure projects, including at least 3 years in project management.</td></tr><tr><td>2</td><td>Central Manager (tobe operate from shillong)</td><td>1</td><td>Master's degree in Electronics, Broadcast Technology, Audio Engineering, Media Technology, or a related field; minimum 5 years of Post qualification experience out of which 3 years of experience in audio-visual systems, broadcast studios, live production, or digital media environments. Proficiency in operating and troubleshooting professional AV equipment, sound systems, lighting, and video production systems. Preference will be given to candidates with experience in television broadcasting, educational media production, or live streaming operations.</td></tr><tr><td>3</td><td>Studio Technical Lead</td><td>3</td><td>Master's degree in Broadcast Engineering, Electronics, Electrical Engineering, Computer Science, Media Technology, or a related field; minimum 7 years of experience in managing broadcast studios, television production, live streaming, or digital media operations, with at least 5 years in a supervisory role. Demonstrated expertise in audiovisual systems, cameras, lighting, audio consoles, video switching, streaming platforms, and studio automation. Strong project management and team leadership skills. Preference will be given to candidates with experience in national or international broadcasting organizations, educational media production, or large-scale digital learning initiatives.</td></tr></table>	SI No.	Position Name	No. of Persons	Minimum Qualification and Experience	1	Project Manager	1	Master’s degree / B.Tech in Engineering, IT, Electronics, or equivalent with a minimum of 8 years of experience in large-scale ICT infrastructure projects, including at least 3 years in project management.	2	Central Manager (tobe operate from shillong)	1	Master's degree in Electronics, Broadcast Technology, Audio Engineering, Media Technology, or a related field; minimum 5 years of Post qualification experience out of which 3 years of experience in audio-visual systems, broadcast studios, live production, or digital media environments. Proficiency in operating and troubleshooting professional AV equipment, sound systems, lighting, and video production systems. Preference will be given to candidates with experience in television broadcasting, educational media production, or live streaming operations.	3	Studio Technical Lead	3	Master's degree in Broadcast Engineering, Electronics, Electrical Engineering, Computer Science, Media Technology, or a related field; minimum 7 years of experience in managing broadcast studios, television production, live streaming, or digital media operations, with at least 5 years in a supervisory role. Demonstrated expertise in audiovisual systems, cameras, lighting, audio consoles, video switching, streaming platforms, and studio automation. Strong project management and team leadership skills. Preference will be given to candidates with experience in national or international broadcasting organizations, educational media production, or large-scale digital learning initiatives.
SI No.	Position Name	No. of Persons	Minimum Qualification and Experience														
1	Project Manager	1	Master’s degree / B.Tech in Engineering, IT, Electronics, or equivalent with a minimum of 8 years of experience in large-scale ICT infrastructure projects, including at least 3 years in project management.														
2	Central Manager (tobe operate from shillong)	1	Master's degree in Electronics, Broadcast Technology, Audio Engineering, Media Technology, or a related field; minimum 5 years of Post qualification experience out of which 3 years of experience in audio-visual systems, broadcast studios, live production, or digital media environments. Proficiency in operating and troubleshooting professional AV equipment, sound systems, lighting, and video production systems. Preference will be given to candidates with experience in television broadcasting, educational media production, or live streaming operations.														
3	Studio Technical Lead	3	Master's degree in Broadcast Engineering, Electronics, Electrical Engineering, Computer Science, Media Technology, or a related field; minimum 7 years of experience in managing broadcast studios, television production, live streaming, or digital media operations, with at least 5 years in a supervisory role. Demonstrated expertise in audiovisual systems, cameras, lighting, audio consoles, video switching, streaming platforms, and studio automation. Strong project management and team leadership skills. Preference will be given to candidates with experience in national or international broadcasting organizations, educational media production, or large-scale digital learning initiatives.														

	4	Camera Operators	9	Master's degree in Cinematography, Mass Communication, Media Production, or a related field; minimum 5 years of Post Qualification experience, out of which minimum 3 years of experience in camera operation for television, broadcast, live streaming, or digital media production. Proficiency in operating professional broadcast cameras, camera accessories, and basic lighting techniques. Knowledge of studio production workflows and live broadcasting. Preference will be given to candidates with experience in educational content production or television broadcasting.
	5	Audio-Video Technicians	3	Master's degree in Electronics, Broadcast Technology, Audio Engineering, Media Technology, or a related field; minimum 5 years of Post Qualification experience, out of which 3 years of experience in audio-visual systems, broadcast studios, live production, or digital media environments. Proficiency in operating and troubleshooting professional AV equipment, sound systems, lighting, and video production systems. Preference will be given to candidates with experience in television broadcasting, educational media production, or live streaming operations.
	6	Content Developer	6	Master's degree in education, Instructional Design, Curriculum Development, or a relevant subject area; minimum 7 years of Post Qualification experience, out of which 5 years in curriculum design, educational content development, or instructional design. Experience in developing digital learning resources and assessments for school education. Strong writing, editing, and instructional design skills, with proficiency in digital content creation tools. Preference will be given to candidates with experience in large-scale digital learning initiatives or educational technology projects, and those proficient in English and at least one local language (Khasi or Garo).
	7	Broadcast Engineer	3	Master's degree in Broadcast Engineering, Electronics & Communication Engineering, Electrical Engineering, Computer Engineering, or a related field; minimum 7 years of Post Qualification experience, out of which 5 years in broadcast engineering, television production, live streaming, or media technology. Strong knowledge of broadcast workflows, IP-based video transmission, streaming technologies, AV systems, networking, and studio automation. Preference will be given to candidates with experience in television broadcasting, educational media production, or nationally/internationally reputed broadcasting organizations. 44 Months (each resource)
(i)				
Liquid Assets		The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: ₹7,39,89,600 (Rupees Seven Crore Thirty-Nine Lakh Eighty-Nine Thousand Six Hundred only) Note: Sole Bidder: Must meet 100%		

	Joint Venture: Must meet 100% cumulatively (Lead member must meet a minimum of 50% & Each JV member must meet a minimum 25%)
Subcontractors	Maximum percentage of subcontracting permitted is 15% <i>of total Contract Price</i> Maximum number of subcontractors permitted is 3 (three) Subcontractors' experience <i>shall</i> be taken into account for the specific sub-works they perform, provided the Bidder submits the subcontractor's relevant credentials with the Bid. The Bidder remains fully and solely responsible for all sub-contracted work.

Note: The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources ***will not be taken*** into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

1.5 BIDDERS EXPERIENCE, TECHNICAL CAPACITY AND AUTHORISATION

1.5(a) Bidders Experience and Technical Capacity (Pass/Fail where applicable)

The Bidder must demonstrate documented supply/procurement relationships with OEM manufacturers of display equipment, UPS, and network routers, evidenced by OEM authorization letters or equivalent.

1.5(b) Cyber Security Experience and Accreditation (Pass/Fail)

This Contract involves a networked digital infrastructure deployed across 700 schools and 65 CMYCs, a cloud/server-hosted PMIS, live content streaming, and student/teacher data. The Employer has assessed cyber security risk as presenting potential and actual risks requiring specific Bidder experience and accreditation. The Bidder shall demonstrate:

- (i) Accreditation: Current and valid ISO 27001 (Information Security Management System) certification, or equivalent accreditation (SOC 2 Type II or STQC certification from the Government of India), covering the Bidder's IT operations and managed services. A copy of the valid certificate shall be submitted with the Bid.
- (ii) Track record: Evidence of having implemented and operated cyber-secure IT/EdTech infrastructure in at least one prior contract of comparable scale (minimum 100 networked locations), including incident response procedures, access control frameworks, and data breach notification protocols.

(iii) Proposed Cyber Security Management Plan: A concise plan (maximum 5 pages) covering: end-to-end encryption for content streams; role-based PMIS access controls; annual third-party security audit commitment; and data localisation (servers hosted in India) in compliance with applicable Indian data protection legislation.

Bidders without ISO 27001 or equivalent accreditation at the time of bid submission shall be declared non-responsive on this criterion.

1.5(c) Manufacturer's Authorisation — Where Required (Pass/Fail)

A Bidder who does not itself manufacture one or more items for which Manufacturer's Authorisation is required per BDS ITB 17.2(a) — specifically: LED/Interactive Flat Panel TVs, UPS units, broadcast studio cameras, content servers, and network/CPE equipment — shall provide evidence of being duly authorised by the manufacturer of those items to supply the Goods under this Contract.

The Bidder shall use Form SPL-1 (Manufacturer's Authorisation, Section IV) for this purpose. The authorising manufacturer must itself meet the manufacturing experience and capacity criteria in 1.5(a)(i) and (ii) above. The Manufacturer's Authorisation Letter shall:

- be on the manufacturer's official letterhead;
- be signed by an authorised signatory of the manufacturer;
- name this specific RFB and Contract;
- confirm warranty and after-sales service support for the full 48-month Contract duration, with on-site service capability in Meghalaya; and
- confirm spare parts availability for a minimum of 7 years from the date of supply.

Minimum performance and quality thresholds applicable to each equipment category are specified in Section VII, Annexure A. The manufacturer's specifications as declared in MAL-1 through MAL-5 must meet or exceed those thresholds.

Generic or undated authorisation letters shall not be accepted

1.5(d) Supplier Status — Where Manufacturer's Authorisation is Not Required (Pass/Fail)

A Bidder who proposes to supply an item for which Manufacturer's Authorisation is not specifically required per BDS ITB 17.2(a), but who does not itself manufacture that item, shall submit documentation establishing its status as a legitimate authorised supplier — for example, an authorised dealer certificate, a purchase order history from the manufacturer, or an authorised channel partner letter. The documentation shall confirm that the Bidder has an established supply relationship with the relevant manufacturer or their authorised distributor and has previously supplied goods of the same make/model or equivalent. Undocumented supply claims shall be treated as non-responsive for the relevant item.

1.5(e) SEA/SH Policy and Organisational Commitment (Pass/Fail)

Given that the Contract involves direct and sustained interface with school communities, students (including girl children), women teachers, and community members across 700 government secondary schools in Meghalaya and 65 CMYCs over 48 months, the Employer has

assessed Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risk as requiring mandatory organisational safeguards. The Bidder shall demonstrate:

- (i) A written and board-adopted Code of Conduct for its personnel, including provisions specifically prohibiting SEA/SH, GBV, and child abuse, and establishing consequences for violations;
- (ii) A designated SEA/SH Focal Point (proposed as a Key Personnel position per 1.4 above) with defined responsibilities for GBV risk management, complaint intake, and survivor-centred response; and
- (iii) A signed SEA/SH Performance Declaration using the form in Section IV.

Bidders that cannot demonstrate items (i) through (iii) shall be declared non-responsive on this criterion.

1.5(f) GBV/SGBV Risk Management Plan (Pass/Fail)

The Bidder shall submit a brief GBV Risk Management Plan (maximum 3 pages) covering:

- (i) Specific SEA/SH risks identified in the context of school-site deployment and studio operations;
- (ii) Mitigation measures — including staff orientation, school community communication, and complaint referral pathway aligned with the Employer's Grievance Redress Mechanism (GRM); and
- (iii) Reporting obligations to DERT/MPOWER in the event of an SEA/SH incident, including timelines (incident report within 48 hours; investigation report within 30 days).

A generic GBV plan not adapted to the school-based digital services context of this Contract shall not be accepted.

1.5(g) Child Safeguarding Commitment (Pass/Fail)

The Bidder shall confirm in writing that:

- (i) It maintains a Child Safeguarding Policy prohibiting all forms of child abuse, exploitation, and harmful engagement with minors during service delivery;
 - (ii) All personnel who will be present at school sites shall undergo background verification before deployment; and
 - (iii) No person convicted of, or under investigation for, child abuse or sexual violence shall be deployed under this Contract.
-

1.6 Disqualification Criteria

Even though Bidders meet the above qualifying criteria, they are subject to disqualification if they have:

- made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements;
- a record of poor performance such as abandoning services, failing to substantially complete contracts, or financial failures in the last 5 years;
- a consistent history of litigation or arbitration awards against the Bidder; or
- been debarred, suspended, or disqualified by the World Bank Group, any other Multilateral Development Bank, or any Government of India procuring authority for fraud, corruption, SEA/SH violations, or noncompliance with contractual obligations.

2. Evaluation of Technical Proposal

2.1 Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 31.1.

If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened:

Bids that are not substantially responsive to the technical requirements of this bidding document shall be rejected, and the Financial Part of the Bid shall not be opened. To be substantially responsive, a Bid must:

- (a) Propose a BOOT delivery model consistent with Section VII — Scope of Services, covering all 3 studios (Shillong, Tura, metro city) and all 700 school locations across Meghalaya;
- (b) Propose equipment meeting the minimum specifications in Section VII, Annexure A as declared in MAL-1 through MAL-5;
- (c) Propose key personnel meeting the mandatory positions in 1.4 above;
- (d) Not propose to split the Services into independent sub-contracts that would individually not meet the qualifying criteria; and
- (e) Submit all mandatory pass/fail documents (1.5(a)–(g)) and all forms listed in 1.1(a)–(m) above.

2.2 Where rated criteria are used for evaluation of technical parts of bids, bids that qualify in accordance with ITB 31.1 will be further evaluated by applying the scored technical factors/subfactors in accordance with BDS ITB 31.2.

The Rated Criteria (including technical and non-price factors, and sub factors if any) to be evaluated and the scores to be given to each factor and sub factor are specified in the BDS ITB 31.2.

The evaluation is on a 50:50 (Technical: Financial) basis. A Bidder scoring less than 70 out of 100 on the Technical Proposal shall be declared technically non-responsive and the Financial Bid shall not be opened.

Technical Factors and Weightings

#	Technical Factor	Sub-criteria	Weight
1	Technical Solution and Architecture	Design of BOOT infrastructure; classroom and studio integration; content delivery architecture; network redundancy; scalability; cybersecurity architecture; PMIS design * Proposed PMIS/dashboard architecture — data sources, school-level monitoring capability, integration with project MIS, automated SLA deduction calculation.	10%
2	Content Production Capability	Studio design and specifications for 3 studios; broadcast workflow; live-to-school delivery quality; content management system; simultaneous session capacity	10%
3	Project Implementation Methodology	Phased rollout plan; district- wise deployment schedule; risk mitigation; SAC commissioning process; PMIS go-live timeline; mobilisation plan	15%
4	Key Personnel Qualifications and Deployment Plan	- Project Manager – 3 Marks - Center Manager – 3 Marks - Studio technical Lead (3 nos.) – 2 Marks each - Content Developer (6 nos.) – 2 Mark each - Broadcast Engineer (3 nos.) – 2 Mark each <i>Key Personnel Qualifications and Deployment plan, there are 26 key resources as mentioned in the Soope of Work (excluding the teachers) and out of 26, only 14 resources are to be evaluated in the following manner. Hence, the teachers, camera operators and Audio Video Technician shall not be evaluated.</i> -Academic qualification: 20% - General experience: 20%	30%

		- <i>Specific experience: 60%</i> <i>Note: A score of 0 on the Project Manager or Studio Technical Lead positions will render the technical proposal non-responsive, regardless of total score.</i>	
5	Relevant Prior Experience	Scale and complexity of similar EdTech/BOOT/managed ICT deployments; minimum 100 networked locations; government education sector experience; E&S management track record	15%
6	O&M Plan and SLA Compliance Framework	48-month operations plan; PMIS-based SLA monitoring approach; escalation matrix; response time commitments; Schedule A LD awareness; Technology Refresh plan (T+24/T+36); UPS battery replacement plan (T+29 to T+31)	20%
Total Technical			50%
Financial			50%
Minimum Qualifying Technical Score			70 / 100

Technical Proposal Scoring Methodology (*applies only where rated criteria is used for bid evaluation*)

Score (of the total score for the factor/subfactor as applicable)	Description	Remarks
0	Required feature is absent; no relevant information to demonstrate how the requirement is met	
1	Required feature present with deficiencies such as insufficient or information that lacks clarity	
2	Sufficient information to demonstrate how the requirement will be met	
3	Sufficient information to demonstrate that the requirement will be marginally exceeded	
4	Sufficient information that significantly exceed the requirement/proposal contributes to significant value addition	
Note: A score of 0 on the Project Manager or Studio Technical Lead positions will render the technical proposal non-responsive, regardless of total score.		

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub-factors in *the* same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub- factor “i” in factor “j”,

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”, and

$$\sum_{i=1}^k w_{ji} = 1$$

The Factor *Technical* Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Factor Technical Score of factor “j”,

W_j = the weight of factor “j” as specified **in the BDS**,

n = the number of Factors, and

$$\sum_{j=1}^n W_j = 1$$

2.3 Alternative Technical Solutions for specified parts of the Works – Not Applicable

2.4 Subcontractors

2.4.1 Each identified subcontractor under Qualification Requirements (para 1.1(j)) shall be fully qualified for the specified services and meet the following criteria:

.....

[If no criteria are specified as above, each identified subcontractor will be assessed on the same lines as for the main Bidder]

2.4.2 If permitted under Qualification Requirements (para 1.4), only the experience of these Subcontractors for the specified services will be considered. The general experience and financial resources of these Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

3. Financial Evaluation

3.1 Criteria for Financial Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: No other criteria except 35.1 (a)-(e) shall be applied for financial evaluation.

.....

.....

3.2 Alternative Completion Time – Not Applicable

3.3 Alternative Technical Solutions for specified parts of the Services- Not Applicable

4. Combined Evaluation (*applies only where rated criteria is used for bid evaluation*)

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

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

Where:

C = Evaluated Bid Cost

C_{low} = the lowest of all Evaluated Bid Costs among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = weight for Cost as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

5. Multiple Contracts – Not applicable

Section IV- Bidding Forms

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Letter of Bid -Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: *All italicized text is to help Bidders in preparing this form.*

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

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

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

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

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH), if applicable:** *[select the appropriate option from (i) to (iii) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*

- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
 - (e) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
 - (f) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1 (as amended if applicable)]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
 - (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
 - (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
 - (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
 - (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
 - (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
 - (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
 - (n) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator;
- [or]

We do not accept the appoint of [insert name proposed in Bid Data Sheet] as the Adjudicator and propose instead that [insert name] be appointed as Adjudicator whose daily fees and biographical data are attached; and

- (o) If awarded the contract, the person named below shall act as Service Provider's Representative: _____

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Appendix to Technical Part

The Bidder shall complete as appropriate and attach to the Letter of Bid-Technical Part, relevant documents, including the following, to demonstrate its qualifications and technical capacity to mobilize relevant resources for the contract, consistent with its proposal regarding work methods, scheduling etc., and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements:

1. Bidder's qualifications and Manufacture's Authorization
2. Form Rated Criteria;
3. Description of the Services, including demonstrating that the services will meet or exceed any specified performance requirements;
4. Method Statement;
5. Code of Conduct, if applicable; and
6. Work Plan.

Appendix to Technical Part

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's actual or intended year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's legal Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
8. Included are the organizational chart, and a list of Board of Directors.

Appendix to Technical Part

Bidder's JV Members Information Form

(Where permitted as per BDS ITB 4.1)

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
8. Included are the organizational chart, and a list of Board of Directors.

Manufacturer's Authorization

(ED/Interactive TV / UPS / Studio Camera system / Broadcast switcher/encoder / Content server / Network/CPE equipment)

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

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

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

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

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific RFB. *[This para should be deleted for simple items where manufacturers normally sell the product through different stockists].*

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

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

[Note – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited. If the supply consists of number of items, indicate the specific item (s) for which alone the above authorization is required.]

Performance Statement

[Please see ITB 32.2 and Section III-Evaluation and Qualification Criteria]

Instruction: Complete one table per major equipment category. Attach documentary evidence (purchase orders, completion certificates, client reference letters, or audited supply records) for each contract listed. Minimum 2 contracts per equipment category to be cited in previous one financial year.

Proforma for Performance Statement (for a period of last three/five years)

RFB No. _____
_____ Hours

Date of opening _____

Time _____

Name of the Firm _____

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Unit Price</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</u>
					As per contract	Actual		
1	2	3	4	4a	5	6	7	8

Signature and seal of the Bidder _____

Form Rated Criteria

1. General

This Form sets out

- (a) the Technical and Non-price factors referred to in ITB Clause 31.2 and GCC Clause 8.3.
- (b) the minimum/ maximum levels of Technical and Non-price factors, if specified
- (c) the liquidated damages (prorated if appropriate) to be applied for deficiency

2. Preconditions

List of preconditions (if any) for achievement of specific technical or non-price factors

3. Liquidated damages for failure to achieve the Technical or Non-price factors. These will be over and above the delay liquidated damages as defined in SCC 3.8.

Technical or Non-price factor	Value to be achieved above/ below the minimum/ maximum	Liquidated damages (prorated if appropriate) for the deficiency

4 Maximum deduction

The Service Provider's aggregate liability to pay liquidated damages for failure to achieve the Technical or Non-price factors shall not exceed the percentage specified in GCC Clause 8.3.

Qualification Information

Notes on Form of Qualification Information

The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Total annual volume of Services performed in five years and payments received in the last five years preceding the year in which bids are invited. *(Attach certificate from Chartered Accountant):*

Year (Equivalent Rs. millions)

20 - 20

20 - 20

20 - 20

20 - 20

20 - 20

1.3 Services performed as prime Service Provider *(in the same name and style)* on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date. *[Attach certificate from the Engineer-in-charge.]*

(A) Services performed as prime Service Provider <i>(in the same name and style)</i> on providing services of a similar nature and volume over the last five years¹. <i>[Attach certificate from the Engineer-in-charge.]</i>								
Project Name	Name of Employer	Description of Service	Contract No.	Value of contract	Date of Issue of	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons

¹ Immediately preceding the financial year in which bids are received.

						Work Order			for Delay, if any

(B) Activities executed as prime Service Provider (in the same name and style) in the last five years:²

Year	Name of the Work	Name of Employer*	Quantity of activities performed@			Remarks* (indicate contract Ref)
			1	2	3	
20---20—						
20---20—						
20---20—						
20---20—						
20---20—						

[@ The items or activities for which data is requested should tally with that specified in Section III, Item 2 Qualification.

** Attach certificates from Engineer in-charge]*

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of Equipment	Description	make	capacity	age (Years)	Condition (new, good, poor)	Number available	Owned	Leased	Purchased
(a)									
(b)									
.....									

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Qualification	Years of experience (general)	Years of experience in proposed position
(a)				
(b)				

² Immediately preceding the financial year in which bids are received.

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			
Note: <i>The capability of the subcontractors will also be assessed (on the same lines as for the main Service Provider) before according approval to him.</i>			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources³ to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award (Court or Arbitration)	Amount involved	Remarks regarding present status
(a)				
(b)				

- 1.11 Statement of compliance with the requirements of ITB 4.2.

- 1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the forms included in this Section IV, if applicable.

³ In case the bidder submits a letter of intent from a commercial bank with the bid, firm commitment from the bank to provide line of credit shall be required before contract signing.

- 1.13 Proposed Program (service work method and schedule).
Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Financial Standing of the Bidder	Financial Statements Summary: To be submitted by each bidder including each member of JV.							
	SUMMARY OF FINANCIAL STATEMENTS							
	Name of bidder/JV Member:							
	(Equivalent Rs. Million)							
	S.No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance sheets
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	1.	Total Assets						
	2.	Total Turnover						
	3.	Current Assets						
	4.	Current Assets + Loan & Advances						
	5.	Total Liabilities						
	6.	Current Liabilities						
	7.	Current liabilities & provision						
	8.	Profit before Interest and Tax						
	9.	Profit before Tax						
	10.	Profit after Tax						
	11.	Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)-(revaluation reserves +						
	12.	Miscellaneous expenditure not written off)						
	13.	Depreciation Current Ration (2)/(5)						
	14.	Net cash accruals= Profit after Tax + depreciation						

	This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.
SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO FINANCIAL RESOURCES OR AVAILABILITY OF CREDIT FACILITIES* (Refer point 1.8 above) BANK CERTIFICATE This is to certify that M/s.....is a reputed company with a good financial standing. If the contract for the Services, namely..... <i>[funded by the World Bank]</i> is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract. ---Sd.--- Name of Bank Senior Bank Manager Address of the Bank * Change the text as follows for Joint Venture: <i>This is to certify that M/s. Who has formed a JV with M/s. and M/s. for participating in this bid, is a reputed company with a good financial standing.</i> <i>If the contract for the Services, namely <i>[funded by the World Bank]</i> is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. to M/s. to meet the working capital requirements for executing the above contract.</i> <i>[This should be given by the JV members in proportion to their financial participation.]</i> (To be given by a nationalized or scheduled bank in India)	

-
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor for the SEA/SH declaration, if applicable).
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that
- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge;
 - (d) All members of JV shall have active participation in providing services during the currency of the contract, and the division of assignments to each member shall not be varied/modified subsequently without prior approval of the Employer; and
 - (e) The joint venture agreement shall be registered in the place specified in *Section III, Item 2 Qualification*, so as to be legally valid and binding on members.
- 2.4 Attach the Agreement Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

3. Additional Requirements	3.1 Bidders should provide any additional information required in the BDS.
4. Furnish details of participation proposed in the joint venture as below: <u>Details of participation in the joint venture</u>	

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'	FIRM 'C'	
Financial				
Name of the Banker(s)				
Planning				
Construction Equipment				
Key Personnel				
Execution of Services (Give details on proposed contribution of each)				

Appendix to Technical Part**Subcontracting****SCHEDULE OF SUBCONTRACTORS**

Item	Element of work	% of bid price	Name and address of subcontractor	Qualification and experience of subcontractor on similar services of the elements executed

The Bidder shall enter in this schedule a list of specific subcontractors and appropriate value of the Services (as % of bid price) for which he proposes to use subcontractors *[for those costing more than 10% of the bid price for each element]*, together with the names, addresses and experiences of the proposed subcontractors.

[Services should not be split into small parts and subcontracted]

4. We agree that no modification to the above list is permitted after bids are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the Services, based on the activities and the programme and methodology as furnished by us along with the bid.
6. We confirm that the above goods and equipment will be exclusively used for the providing the above Services and the equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

Place: _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

[This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.]

**** Modify the above to suit the requirements given in Government of India's Notification as current of date of bidding.***

Appendix to Technical Part

Environmental and Social Performance Declaration

[Note to the Employer: Include this form if applicable in accordance with Section III]

[The following table shall be filled in for the Bidder and each member of a Joint Venture]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration			
☐ No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years.			
☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...

Performance Security called by an employer(s) for reasons related to ES performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]</i>	<i>[insert amount]</i>

Appendix to Technical Part

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>

Appendix to Technical Part Services

The Bidder shall submit documentary evidence to demonstrate that the Services to be provided will meet or exceed the technical specifications and standards specified in Section VII, Employer's Requirements, including any specified performance requirements.

Appendix to Technical Part

Method Statement

The Bidder shall submit its method statement for the Services to be provided.

[Note to the Employer: Include the following if applicable in accordance with the Bid Data Sheet 12.1 (h); modify as appropriate]

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer's Requirements in Section VII.]

*[In addition to submitting the **required** ES Management Strategies and Implementation Plans, the Bidder shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Employer's Requirements would be addressed. The Bidder shall also provide its proposal, if any, for exceeding the sustainable procurement requirements]*

[Note to the Bidder: If required, also include proposed method statement to manage cyber security risks.]

Model Code of Conduct for Service Provider's Personnel Form (ES)

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR SERVICE PROVIDER'S PERSONNEL

We are the Service Provider, [enter name of Service Provider]. We have signed a contract with [enter name of Employer] for [enter description of the Services]. The Services will be carried out at [enter the locations in the Employer's country where the Services are required, as applicable]. Our contract requires us to implement measures to address *environmental and social risks* [***Note to Employer: depending on the nature of the contract and assessed risks, this may be replaced with social risks***], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks [***Note to Employer: depending on the nature of the contract and assessed risks, this may be replaced with social risks***] related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Service Provider's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Service Provider's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SERVICE PROVIDER'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Service Provider's contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider's Personnel: [insert name]

Signature:

Date: (day month year): _____

Countersignature of authorized representative of the Service Provider:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Service Provider's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- A Service Provider's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- A Service Provider's Personnel comment on the appearance of another Service Provider's Personnel (either positive or negative) and sexual desirability.
- When a Service Provider's Personnel complains about comments made by another Service Provider's Personnel on his/her appearance, the other Service Provider's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Service Provider's Personnel or Employer's Personnel by another Service Provider's Personnel.
- A Service Provider's Personnel tells another Service Provider's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Appendix to Technical Part

Work Plan

Appendix to Technical Part

Others - Time Schedule

(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)

Appendix to Technical Part

Form of Bid Security

(Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee No..... *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*¹ (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for execution of _____ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No..... *[insert number]* (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[name of Employer]* (hereinafter called "the Employer") in the sum of _____² for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

¹ In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and".

² The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 20.1 of the Instructions to Bidders.

- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____³ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

³ 45 days after the end of the validity period of the Bid.

Appendix to Technical Part

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

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

RFB No.: *[number of Bidding process]*

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

To: *[complete name of 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 or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, 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) forty-five days after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Letter of Bid - Financial Part

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
Request for Bid No.: *[insert identification]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Priced Activity Schedule. This accompanies the Letter of Bid- Technical Part.

In submitting our Bid, we make the following additional declarations:

- (a) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1 (or as amended if applicable)]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:
[insert the total price of the Bid in Rs. in words and figures]
- (c) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

- (a) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: **[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules

Appendix to Financial Part

Priced Activity Schedule

S.No.	Phase / Component	Description	Unit	Qty	Unit Rate (INR)	Total Amount (INR)
1	Phase 1 — Mobilisation and Planning					
1.1	Project management setup	Lump Sum	LS	1		
1.2	PMIS Phase 1 deployment	Lump Sum	LS	1		
1.3	Studio site acquisition / advance activities	Lump Sum	LS	1		
2	Phase 2 — Studio Setup and Content Readiness					
2.1	Studio 1 — Shillong HQ — civil fit-out, equipment, commissioning	Lump Sum	LS	1		
2.2	Studio 2 — Tura Regional — civil fit-out, equipment, commissioning	Lump Sum	LS	1		
2.3	Studio 3 — Metro City — civil fit-out, equipment, commissioning	Lump Sum	LS	1		
2.4	Initial content library (200 hrs minimum)	Lump Sum	LS	1		

3	Phase 3 — School Installation (700 schools and 65 CMYCs, 1,065 TVs)					
3.1	Supply and installation of 85-inch Smart TV	Per school	1	1065		
3.2	Supply and installation of tier 1 internet connectivity (5G Connectivity FTTH 150 Mbps)	Per School	1	1000		
3.3	Supply and Installation of UPS	Per School	1	1000		
3.4	Connectivity provisioning — alternative-connectivity schools (5G Connectivity FTTH 150 Mbps)	Per school	School	1000		
4	Phase 4 — O&M (42 monthly Payments)					
4.1	Component A: Equipment maintenance	Per month	Month	42		
4.2	Component B: Staffing (content + O&M)	Per month	Month	42		

4.3	Component C: Connectivity charges	Per month	Month	42		
4.4	Ongoing content production	Per month	Month	42		
4.5	Battery replacement	Lumpsum	LS	1		
5	Phase 5 — Closure and Asset Transfer					
5.1	Asset preparation, documentation and transfer	Lump Sum	LS	1		
5.2	DERT staff training on system handover	Lump Sum	LS	1		
				TOTAL BID PRICE		
				Taxes (GST @ applicable rate)		
				TOTAL BID PRICE INCLUSIVE OF TAXES		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Notes to Bidders – Display Size and Connectivity

1. The **85" Smart TV under 3.1 and Tier 1 Connectivity** under 3.2 of the above table shall be treated as the **baseline specification** for the purpose of bid evaluation.
2. The Employer has fixed the following discounts for lower Display sizes and Connectivity Tiers:
 - **DW-D1:** 75" Display instead of 85" Display – **15% less than the 85" Display rate.**
 - **DW-D2:** 65" Display instead of 85" Display – **25% less than the 85" Display rate.**
 - **DW-C1:** Tier 2 Connectivity instead of Tier 1 – **5% less than the Tier 1 Connectivity rate.**
 - **DW-C2:** Tier 3 Connectivity instead of Tier 1 – **12% less than the Tier 1 Connectivity rate.**

3. The above discounts shall be applied to the **rates quoted by the selected Agency**. The Bidder is not required to quote these discount percentages.
4. Payment shall be made based on the **actual Display size and Connectivity Tier provided at each school**.
5. For example, if the selected Agency's quoted rate for an 85" Display is **₹1,00,000**, the rate for a 75" Display will be **₹85,000** after applying the 15% discount. Similarly, the rate for a 65" Display will be **₹75,000** after applying the 25% discount.
6. If a lower Connectivity Tier is provided, the applicable Connectivity discount shall be applied to the **Tier 1 Connectivity rate quoted by the selected Agency**.
7. Where both the Display size and Connectivity Tier are lower than the baseline specification, the applicable Display and Connectivity discounts shall be applied to their respective baseline rates.
8. The Agency shall specify the brand name of the Smart TV in its Financial Proposal. Although the Financial Proposal shall be prepared based on 85-inch Smart TVs, in the event that 75-inch or 65-inch Smart TVs are required, the Agency shall supply and install Smart TVs of the same brand as quoted in its Financial Proposal.

FORM ASS-1**Country of Origin Declaration**

Contract: Meghalaya i-Learning Project | Bidder Name: _____

S.No.	Item Description	Country of Origin	BIS Certification No. (if applicable)	Import duty status (if imported)
1	LED/Interactive TV			
2	UPS			
3	Studio Camera			
4	Broadcast Switcher			
5	Content Server			
6	Network/CPE Equipment			
7	Set-top Box / Media Player			
8	[Others as applicable]			

Declaration: We confirm that none of the equipment listed above originates from countries listed in Section V (Eligible Countries) as ineligible. We further confirm compliance with applicable BIS registration requirements and Indian import regulations.

Signature: _____ **Date:** _____ **Seal:** _____

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITB 4.8 (b) *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is 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;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Part II – Employer’s Requirement

Section VII — Scope of Services (Employer's Requirements)

Part 1 — Background and Objectives

49. 1.1 Project Context

The Meghalaya i-Learning Project is a component of the Meghalaya Multisectoral Project for Adolescent Wellbeing, Empowerment and Resilience (MPOWER), financed under IBRD Loan 9759-IN. It is a World Bank-supported initiative under MPOWER Component 1 designed to build a centralised digital learning ecosystem for secondary and higher secondary schools across Meghalaya.

Secondary school students in Meghalaya — particularly in remote hill and tribal districts — face significant learning deficits due to a shortage of qualified teachers, poor physical infrastructure, and limited access to quality educational content. The i-Learning Project addresses this deficit by establishing three broadcast-quality studios that deliver live, curriculum-aligned classes to 700 schools and 65 CMYCs operated under a BOOT model.

50. 1.2 Objectives

The i-Learning Project aims to:

- (a) Establish three broadcast studios — at Shillong, Tura, and a designated metro city — capable of delivering simultaneous, curriculum-aligned live classes to all 700 schools and 65 CMYCs;
- (b) Equip 700 schools and 65 CMYCs with smart classroom infrastructure comprising 85-inch commercial smart displays, UPS units, and industrial dual-SIM routers, all owned, operated, and maintained by the Service Provider throughout the Contract period;
- (c) Live classes will follow a set timetable, based on the MBOSE curriculum. Teaching content will come from NCERT textbooks, checked by DERT to make sure it matches the MBOSE syllabus.
- (d) These live classes will run strictly according to the schedule approved by the Education Department.
- (e) Build and operate a centralised studios for live and recorded teaching, accessible to all 700 schools and 65 CMYCs via the school-side smart displays; and
- (e) Transfer all assets, content library and institutional knowledge to Education Department at the end of the Contract period in full working condition.

51. 1.3 Delivery Model

The Contract is structured as a Build, Own, Operate and Transfer (BOOT) arrangement. The Service Provider shall:

- Finance and procure all equipment, software licences, studio infrastructure, and all other operational inputs necessary for delivery of the Services, within the agreed Contract Price;
- Own all assets throughout the 48-month Contract term, bearing all risks of ownership including maintenance, replacement, and insurance;
- Operate the studios and all school-side infrastructure, delivering live and recorded classes daily per the schedule agreed with MBMA/Education Department; and
- Transfer all assets, content library, platform credentials, and documentation to MBMA/Education Department at Contract completion in the condition specified in SCC 1.1 and Schedule A, at no additional cost.

- All copyrights in recordings and materials generated under this Contract shall belong to MBMA/ Education Department. No-Objection Statements from all teachers regarding use of their recorded sessions shall be obtained by the Service Provider on behalf of MPOWER.

Part 2 — Scope of Services

The Service Provider shall familiarize itself with and operate within the provisions of the MPOWER Project Operations Manual (POM). Any inconsistency between this RFB and the POM shall be reported to MBMA/SPMU within 10 working days of identification.

The Service Provider shall deliver the following end-to-end services under this Contract:

Table 1: Scope of Services and Implementation Timeline

#	Service Component	Coverage	Timeline
1	a) Inception Report b) Project mobilization, Environmental c) Social Management Plan. d) School-wise UDISE+ Code, geographic coordinates (latitude/longitude), in accordance with Note 1 of the Scope of Services.	MPOWER / MBMA	T+1 month
2	a) Needs assessment for all 700 schools and 65 CMYCs b) Complete Assessment Report: Requirement of TVs (Size 85"/75"/65")	All districts	T+2 month
3	School Readiness Plans, including Connectivity Tier assessment and classification for each school	All 700 schools and 65 CMYCs	T+3
4	Deployment of studio technical staff	3 studios	T+3
5	Deployment of teachers	All studios	T+5
6	Classroom TV installation — Batch 1 (150 secondary schools)	150 schools × 3 TVs = 450 units	T+5
7	Studios establishment, renovation, and civil fit-out	3 studios	T+6
8	Studios broadcast equipment supply, installation, and commissioning	3 studios	T+6
9	Classroom TV installation — Batch 2 (550 selected schools and 65 CMYCs)	615 schools and centers × 1 TV = 615 units	T+6
10	UPS and router supply, installation, and commissioning	700 schools and 65 CMYCs	T+5 to T+6
11	Electricity connection facilitation (where required)	Up to 100 schools as identified by DERT	T+5 to T+6
12	Streaming platform management and M2M connectivity	700 schools and 65 CMYCs	T+5 to T+48
13	i-Learning Academy launch	All 700 schools and 65 CMYCs	T+7
14	Live class delivery — SME teachers	700 schools and 65 CMYCs	T+5 to T+48
15	Studio technical operations	3 studios	T+5 to T+48

16	Central Control Centre (CCC) operations and helpdesk	1 CCC (Shillong)	T+5 to T+48
17	Content management and recorded library	All 700 schools and 65 CMYCs	T+7 onwards
18	Operation and maintenance of all equipment	700 schools +65 CMYCs+ 3 studios	T+5 to T+48
19	PMIS deployment and operation	All locations	T+5 to T+48
20	Monitoring, reporting, and optimisation	MPOWER / MBMA	T+7 to T+48
21	Exit Management Plan	DERT / MBMA	T+36
22	Capacity building, training, and handover	DERT, districts, schools	T+36 to T+48
23	Final Report and asset transfer	DERT / MBMA	T+48 to T+49

Part 3 — Studio Infrastructure

52. 3.1 Studio Locations

The Service Provider shall establish three broadcast-quality studios comprising of primary studio in Shillong, a secondary studio in Tura and one additional studio in the Metropolitan city identified in consultation with MPOWER.

Table 2: Proposed Studio Locations and Roles

Studio	Location	Role
Studio 1	Shillong (East Khasi Hills)	Primary studio; hosts the Central Control Centre
Studio 2	Tura (West Garo Hills)	Secondary studio covering Garo Hills districts
Studio 3	Metropolitan City (to be identified by the agency in consultation with MPOWER)	Remote teaching studio for specialised subjects

Studio premises shall be leased by the Service Provider. All lease, utility, and associated costs are to be included in the Bidder's Financial Proposal and are the Service Provider's responsibility throughout the Contract period.

53. 3.2 Studio Design Requirements

Each studio shall be purpose-designed for broadcast-quality live streaming and shall meet the following minimum design standards:

- (a) Floor area of 1,000 to 1,200 sq. ft. with a physically segregated control room;
- (b) Professional acoustic treatment — studio-grade wall panels, soundproofing, bass traps, and acoustic ceiling;
- (c) Non-reflective matte wall finish suitable for broadcast recording and green-screen compositing;
- (d) Studio-grade lighting grid with ceiling-mounted professional LED panels;
- (e) Dedicated studio power backup (UPS/inverter) providing a minimum of 2–3 hours of continuous runtime for all studio equipment in the event of a grid power failure;
- (f) Virtual studio capability with green screen and professional virtual backdrop system; and
- (g) Sufficient capacity to deliver up to 3 simultaneous live sessions from each studio location.

54. 3.3 Studio Renovation and Civil Fit-Out

The Service Provider shall undertake all civil, acoustic, electrical, and interior fit-out works necessary to bring each studio to broadcast-ready standard. Works shall include at minimum: acoustic wall and ceiling treatment; anti-static or vinyl studio flooring; internal electrical works and distribution board; studio

lighting grid installation; matte interior painting; and control room partition. All renovation works across all three studios shall be completed and each studio shall be issued a Studio Readiness Certificate by T+6.

55. 3.4 Studio Equipment

Each studio shall be equipped with broadcast-quality AV equipment meeting the minimum specifications in Annexure A (MAL-3 and MAL-5). Each studio equipment package shall comprise at minimum:

- Studio Equipment: Each studio shall be equipped with broadcast-quality AV equipment meeting the minimum specifications in Annexure 5. Each studio equipment package shall comprise at minimum:
- Camera & Camcorder, Mic, Audio Mixer, Digital Audio Workstation, LED Panel Lights, Accessories, Monitor Screen, Storage, Teleprompter, Tripod, Video Switcher, DeskTop, PTZ (Pan-Tilt-Zoom) cameras, R400 Wireless Presenter, Wireless Microphone
- Green screen / virtual backdrop system
- Dedicated studio server and content management terminal.

The cost of all studio equipment, installation, commissioning, and 48-month maintenance is to be included in the Bidder's Financial Proposal.

56. 3.5 Central Control Centre (CCC)

The Service Provider shall establish and operate a Central Control Centre at the Shillong studio from T+5 through T+48. The CCC shall:

- (a) Operate a centralised helpdesk receiving and logging school-side fault reports and complaints;
- (b) Generate, track, and resolve support tickets for all 700 schools and 65 CMYCs via PMIS;
- (c) Monitor PMIS data in real time — school uptime, session delivery, device health, and connectivity status;
- (d) Escalate unresolved technical issues to field support teams per the escalation matrix agreed with DERT; and
- (e) Maintain SLA compliance records for monthly and quarterly reporting per Schedule A.

Part 4 — Smart Classroom Enablement

57. 4.1 Equipment Configuration

The Service Provider shall supply, install, commission, and maintain classroom equipment across 700 government secondary and higher secondary schools in two batches and 65 CMYCs:

Table 3: Classroom Equipment Deployment Configuration

Batch	Schools	TVs per School	Total TVs	Required By
Batch 1	150 Government Secondary Schools	3	450	T+5
Batch 2	550 Selected schools and 65 CMYCs across the state	1	605	T+6
Total	700		1,000	

58. 4.2 Equipment Requirements

The Service Provider shall supply and install the following equipment across all 700 schools and 65 CMYCs:

Table 4: School-Side Equipment Requirements

Equipment	Total Quantity
85-inch Commercial Smart Display (including installation and wall mounting)	1,055 units
Classroom UPS / Battery Backup	1000 units
Industrial Dual SIM Router / CPE	1055 units

Minimum technical specifications for each equipment category are set out in MAL 1,2,&3. All equipment shall meet or exceed those specifications.

For schools lacking in existing electricity supply connection, the Service Provider shall arrange and fund new electricity connections from the relevant State utility. All associated costs shall be included in the Bidder's Financial Proposal.

59. 4.3 Installation Standards

Each classroom installation shall comply with the following minimum standards:

- (a) Display mounted at appropriate height on a certified steel wall-mount bracket with VESA compatibility;
- (b) All cables neatly trunked or conduit-routed; no exposed wiring;
- (c) UPS unit placed in a secure, ventilated location within the classroom or adjacent secure room;
- (d) Router mounted securely with external antennas positioned for maximum cellular signal reception;
- (e) All unnecessary ports and external access points locked or restricted for cybersecurity and device protection; and
- (f) Each classroom commissioned and accepted via the School Acceptance Certificate (SAC) process under SCC [X] before the school goes live on the i-Learning network.

Part 5 — Connectivity and Streaming Platform**60. 5.1 M2M Internet Connectivity**

The Service Provider shall provide secure Machine-to-Machine (M2M) internet connectivity to all 700 schools and 65 CMYCs throughout the 48-month Contract period. Connectivity shall:

Tier	School Location	Connectivity Requirement
Tier 1	Urban (Schools and Studio)	5G connectivity FTTH (150 Mbps)
Tier 2	Semi-Urban	4G/5G connectivity FTTH (150 Mbps)
Tier 3	Rural	4G/5G connectivity FTTH (30 Mbps)

The Agency shall ensure that the connectivity is adequate to support livestream classes, access to digital learning content, online learning platforms, video conferencing and other i-Learning applications.

All internet connectivity costs — including data plans, SIM subscriptions, and associated electricity recharging for school equipment — are to be included in the Bidder's Financial Proposal for the full 48-month period.

For up to 50 schools where terrestrial connectivity is unserviceable, as confirmed in the School Readiness Report and TPA-certified, the Service Provider shall implement alternative connectivity (VSAT/satellite/mesh). Incremental costs above the Tier 3 rate shall be shared 50:50 between DERT and the Service Provider.

61. 5.2 Streaming Platform

The Service Provider shall manage all streaming platform subscriptions and configure school accounts for live class delivery throughout the Contract period. The following requirements apply:

(a) Platform selection shall be approved by MBMA/Education Department in writing prior to launch. The Service Provider shall deploy a dedicated live streaming and LMS platform hosted exclusively on MeitY-empaneled cloud infrastructure within India, supporting minimum 765 concurrent school/CMYC endpoints at 1080p, compliant with DPDP Act 2023 and CERT-In Directions. Platform architecture shall be proposed by the Bidder and evaluated under Rated Criterion 1 (Technical Solution)." and must be accessible on school-side smart displays without additional hardware; (b) The Service Provider shall install simple interactive teaching software on each school's smart display, with chat-support capability to enable real-time teacher-student interaction during live sessions; and (c) All platform subscription and management costs are to be included in the Bidder's Financial Proposal.

62. 5.3 Studio Connectivity and Operations

The Service Provider shall arrange and maintain all studio-side internet connectivity, uplink, platform licences, and operational utilities necessary for uninterrupted broadcast from all three studios throughout the Contract period. All such costs are to be included in the Bidder's Financial Proposal.

Part 6 — Teaching Delivery and Content Management

63. 6.1 Teachers

The Service Provider shall employ and deploy 23 teachers from T+5 for the 42-month teaching period (T+5 to T+47), distributed across subjects and educational stages as follows:

Table 5: Teacher Deployment by Subject and Stage

Subject	Preparatory Stage	Middle Stage	Secondary Stage	Higher Secondary Stage	Total
Mathematics	2	2	2	2	8
Science	2	2	2 (Physical Science and Life Science)	4 (Physics, Chemistry, Botany Zoology)	10
English	2	2	1	-	5

Total	6	6	5	6	23
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64. 6.2 Language Support

For the Preparatory Stage and Middle Stage, the Service Provider shall ensure:

- (a) At least one teacher per subject is proficient in Khasi and capable of explaining concepts, answering questions, and interacting with students in Khasi during live sessions; and
- (b) At least one teacher per subject is proficient in Garo and capable of explaining concepts, answering questions, and interacting with students in Garo during live sessions.
- (c) For English, Mathematics, and Science from Classes 3 to 12 (Preparatory to Higher Secondary), use NCERT content and NCERT textbooks;
- (e) Deploy a cadre of 23 qualified teachers covering Mathematics, Science, and English from preparatory stage to Higher Secondary (Grade 3-12) aligned with the Meghalaya Board of School Education (MBOSE) curriculum;

This language support requirement applies to Mathematics, Science, and English at both stages.

65. 6.3 Teacher Qualifications

All teachers shall meet the following minimum qualifications:

Table 6: Minimum Qualifications for Teachers

Criteria	Requirement
Academic qualification	Master's degree in the relevant subject; B.Ed. preferred
Teaching experience	Minimum 10 years at secondary or senior secondary level
Curriculum	Familiarity with NCERT / MBOSE curriculum
Digital teaching skills	Prior experience in online or digital teaching, content development, and virtual classroom platforms
Presentation	Strong on-camera communication and presentation skills for live broadcast delivery

*Content may be curated, adapted, and locally contextualized from DIKSHA (CC BY-NC-SA licensed) and NCERT Open Educational Resources, in addition to original production. The Bidder shall propose a content development approach in the Technical Proposal specifying the proportion of bespoke vs. curated content, evaluated under Rated Criterion 2 (Content Production Capability)

66. 6.4 Teaching Delivery Standards

- (a) The teaching schedule, subject-wise syllabus coverage, and grade-wise timetable shall be agreed with DERT/Education Department within 60 days of Contract effectiveness;
- (b) All live sessions shall be simultaneously recorded in Full HD quality and uploaded to the content repository within 24 hours of session completion;
- (c) At least 90% of timetabled sessions per school per month shall be delivered at or above the minimum audio/video quality threshold specified in Schedule A; and
- (e) The i-Learning Academy shall be formally launched at T+7, with all 700 schools and 65 CMYCs live and receiving classes.

67. 6.5 Content Management

- (a) All recorded content shall be tagged by subject, grade, chapter, educational stage, and date;
- (b) Content shall be stored on servers hosted in India, in compliance with applicable Indian data protection legislation (data localisation requirement);
- (c) The full recorded content library shall be handed over to MBMA/Education Department at Contract completion.

All copyrights in recordings and teaching materials vest in MBMA/Education Department from the date of creation. The Service Provider shall obtain signed No-Objection Statements (Consents) from all teachers before their first recorded session and submit these to MBMA/Education Department within 14 days of each teacher's deployment.

Part 7 — Operations, Maintenance, and Reporting**68. 7.1 O&M Obligations**

The Service Provider shall operate and maintain all studio and school-side infrastructure throughout the 48-month Contract period in accordance with the performance standards in Part 11 and Schedule A. Specific obligations include:

- (a) Preventive maintenance: Minimum 2 site visits per year per school; preventive maintenance checklist and visit schedule to be approved by MBMA/Education Department;
- (b) Corrective maintenance response: - Class 1 faults (total display or connectivity failure; school system completely inoperable): within 48 clock hours of fault ticket logging - Class 2 faults (peripheral or partial failure; system partially operational): within 72 clock hours of fault ticket logging
- (c) PMIS monitoring: Real-time monitoring of all 700 schools and 65 CMYCs — uptime, session attendance, connectivity status, device health, and teacher attendance — shall be maintained continuously;
- (d) Helpdesk: The CCC helpdesk shall be operational from 8:00 AM to 6:00 PM on all school days; a 24/7 emergency line shall be available for Class 1 faults; all fault tickets shall be acknowledged within 2 hours of logging; and
- (e) Cyber security audit: An annual third-party cyber security audit of the PMIS and streaming infrastructure shall be conducted; audit reports shall be submitted to MBMA/education Department within 30 days of audit completion.
- (f) Third Party Technical Auditor: The Employer will engage an independent Third-Party Technical Auditor (TPA) to conduct Factory Acceptance Testing, installation sample audits, and quarterly SLA verification. The Service Provider must grant TPA unrestricted access to factory, school sites, studio locations, and PMIS dashboard data within 48 hours of any TPA request.
- (g) The Service Provider shall comply with the Digital Personal Data Protection Act 2023 and Rules 2025. All personal data of beneficiaries shall be stored exclusively on India-based servers. Verifiable parental/guardian consent shall be obtained before collecting any personal data of minor beneficiaries.
- (h) The Service Provider's digital platform and network infrastructure shall comply with CERT-In Directions as amended, including log retention, incident reporting timelines, and NTP synchronization requirements.

69. 7.2 Spare Parts and Repeat Failures

The Service Provider shall maintain adequate spare parts support arrangement to meet the MTTR standards in Part 11 and Schedule A. Where the same component fails at the same school more than twice within 90 days, the Service Provider shall treat the failure as a systemic quality defect and replace the component rather than repair it, at its own cost under the BOOT obligation.

70. 7.3 Technology Refresh

At T+24 and T+36, the Service Provider shall conduct a Technology Refresh Assessment and submit a report to MBMA/Education Department comparing deployed equipment against the then-current version of the minimum specifications in Annexure A. Where any equipment category has become obsolete relative to the prevailing market standard, the Service Provider shall propose a replacement plan. All technology refresh costs are included in the Contract Price under the BOOT obligation and shall be reflected in the Bidder's Financial Proposal.

71. 7.4 UPS Battery Replacement

All 1000 UPS battery units shall be mandatorily replaced during the period T+29 to T+31, consistent with the 3-year service life of SMF/VRLA batteries compliant. Documentary evidence of replacement — delivery invoices and site photographs for each school — is a condition precedent for release of the corresponding monthly O&M payment under SCC 6.4. Spent batteries shall be disposed of in compliance with the Batteries (Management and Handling) Rules 2001.

72. 7.5 Exit Management Plan

The Service Provider shall prepare and submit an Exit Management Plan to MBMA/Education Department by T+36, covering:

(a) Full asset inventory and condition assessment schedule for the T+48 handover; (b) Knowledge transfer and training plan for Education Department-nominated staff; (c) Platform account and credential transition procedure; and (d) Content library format, labelling, and handover procedure.

73. 7.6 Asset Transfer at T+48

At T+48 (or T+49 if agreed in writing by MBMA/Education Department, the Service Provider shall transfer to MBMA/Education Department the following in full working condition:

- (a) All 1,055 classroom smart displays, 1000 UPS units, and 1055 routers; (b) All studio equipment across 3 studio locations; (c) All software licences, platform credentials, and account access; (d) The full recorded content library; (e) The PMIS platform with all operational data; (f) All O&M manuals, warranties, and service contracts (where transferable); and (g) A final handover report, countersigned by Education Department, confirming completion of hands-on training for Education Department-nominated staff.
- (b) All assets shall be transferred in fully functional condition with minimum 12 months remaining warranty. The Service Provider shall bear all transfer costs. A joint asset verification inspection shall be conducted by DERT, MBMA, and the TPA prior to signing the Asset Transfer Protocol.

74. 7.7 Reporting Requirements

Table 7: Reporting Requirements

Report	Frequency	Submission To
Inception Report	T+1 (one-time)	MPOWER / MBMA / SPMU

Needs Assessment Report	T+2 (one-time)	MPOWER / MBMA
School Readiness Plans	T+3 (one-time)	MPOWER / MBMA
Monthly Progress Report	Monthly (T+5 to T+48)	SPMU; uploaded to PMIS
Infrastructure Deployment and Commissioning Reports	Per batch	MPOWER / MBMA
HR Deployment and Training Completion Reports	On onboarding of each staff member	MPOWER / MBMA
Livestream Delivery Reports	Monthly	Education Department/ MBMA
O&M Reports	Monthly	Education Department / MBMA
SLA Compliance and Performance Reports (QPP)	Quarterly	Education Department / MBMA
Incident, Risk, and Issue Resolution Logs	Ongoing	Education Department / MBMA
Technology Refresh Assessment Reports	T+24 and T+36	Education Department / MBMA
Exit Management Plan	T+36 (one-time)	Education Department / MBMA
Final Evaluation and Completion Report	T+48	Education Department / MBMA
Asset Transfer Report	T+48 to T+49	Education Department / MBMA

Part 8 — Staffing and Key Personnel

75. 8.1 Studio and CCC Staffing

The Service Provider shall deploy the following minimum staffing across studios and the Central Control Centre throughout the engagement periods stated:

Table 8: Studio and CCC Staffing Requirements

Position	Number	Minimum Engagement	Minimum Qualification and Experience
Project Manager	1	48 months	Master's / B.Tech in Engineering, IT, or Electronics; minimum 8 years ICT infrastructure experience; at least 3 years in project management
Central Manager (CCC, Shillong)	1	44 months	Master's in Electronics / Broadcast / Media; minimum 5 years of post-qualification experience out of which 3 years experience in audio-visual systems, broadcast studios, live production, or digital media environments. Proficiency in operating and troubleshooting professional AV

			equipment, sound systems, lighting, and video production systems. Preference will be given to candidates with experience in television broadcasting, educational media production, or live streaming operations.
Studio Technical Lead	3 (1 per studio)	46 months each	Master's degree in Broadcast Engineering, Electronics, Electrical Engineering, Computer Science, Media Technology, or a related field; minimum 7 years of experience in managing broadcast studios, television production, live streaming, or digital media operations, with at least 5 years in a supervisory role. Demonstrated expertise in audiovisual systems, cameras, lighting, audio consoles, video switching, streaming platforms, and studio automation. Strong project management and team leadership skills. Preference will be given to candidates with experience in national or international broadcasting organizations, educational media production, or large-scale digital learning initiatives.
Camera Operators	9 (3 per studio)	46 months each	Master's in Cinematography / Mass Communication; minimum 5 years of post-qualification experience out of which 3 years of experience in camera operation for television, broadcast, live streaming, or digital media production. Proficiency in

			operating professional broadcast cameras, camera accessories, and basic lighting techniques. Knowledge of studio production workflows and live broadcasting. Preference will be given to candidates with experience in educational content production or television broadcasting.
Audio-Video Technicians	3 (1 per studio)	46 months each	Master's degree in Electronics, Broadcast Technology, Audio Engineering, Media Technology, or a related field; minimum 5 years of Post Qualification experience, out of which 3 years of experience in audio-visual systems, broadcast studios, live production, or digital media environments. Proficiency in operating and troubleshooting professional AV equipment, sound systems, lighting, and video production systems. Preference will be given to candidates with experience in television broadcasting, educational media production, or live streaming operations.
Content Developers	6 (2 per studio)	42 months each	Master's degree in education, Instructional Design, Curriculum Development, or a relevant subject area; minimum 7 years of Post Qualification experience, out of which 5 years in curriculum design, educational content development, or instructional design. Experience in developing digital learning resources

			and assessments for school education. Strong writing, editing, and instructional design skills, with proficiency in digital content creation tools. Preference will be given to candidates with experience in large-scale digital learning initiatives or educational technology projects, and those proficient in English and at least one local language (Khasi or Garo).
Broadcast Engineers	3 (1 per studio)	44 months each	Master's degree in Broadcast Engineering, Electronics & Communication Engineering, Electrical Engineering, Computer Engineering, or a related field; minimum 7 years of Post Qualification experience, out of which 5 years in broadcast engineering, television production, live streaming, or media technology. Strong knowledge of broadcast workflows, IP-based video transmission, streaming technologies, AV systems, networking, and studio automation. Preference will be given to candidates with experience in television broadcasting, educational media production, or nationally/internationally reputed broadcasting organizations. 44 Months (each resource)

76. 8.2 Teaching Staff

Table 9: Teaching Staff Requirements

Position	Number	Minimum Engagement	Minimum Qualification and Experience
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Mathematics Teachers	8	42 months	Master's in Mathematics; B.Ed. preferred; minimum 10 years secondary teaching; NCERT/MBOSE curriculum familiarity; digital teaching experience
Science Teachers	10	42 months	Master's in Science (Physics, Chemistry, or Biology); B.Ed. preferred; minimum 10 years secondary teaching; digital teaching experience
English Teachers	5	42 months	Master's in English / English Literature; B.Ed. preferred; minimum 10 years secondary teaching; digital teaching experience

Total minimum staffing: 49 persons across studios, CCC, and teaching cadre.

Part 9 — Deliverables and Payment Milestones

Payments are milestone-based and shall be released upon acceptance of the corresponding deliverable by MBMA/Education Department. The payment percentages for each milestone are fixed in the Contract. Bidders shall note that the Financial Proposal must reflect these milestones in the Price Schedule.

Table 11: Deliverables and Payment Milestones

Sl	Deliverable	Timeline	Payment Trigger
1	Contract Signing	T	
2	Inception Report: Inception Report shall include (a) Project Management Plan; (b) School Readiness Report covering all 700 schools and 65 CMYCs; (c) School-level connectivity survey with proposed Tier classification (Urban/Peri-Urban/Rural/Alternative) for each school; d) Mobilization plan, needs assessment framework, SLA monitoring mechanisms, stakeholder mapping, and reporting formats; e) Environmental and Social Management Plan (ESMP)	T+1 Month	5% of the Contract Amount shall be payable upon submission of the required deliverable(s) and acceptance thereof by MPOWER/MBMA
3	Needs Assessment Report for all 700 schools and 65 CMYCs	T+2 Month	—

4	School Readiness Plans; Deployment of studio technical staff	T+3 Month	—
5	Deployment of teaching staff	T+5 Month	—
6	Batch 1 TV Installation — 150 secondary schools; 450 TVs, UPS units, and routers commissioned; SACs issued	T+5 Month	Based on the actual quantities, in accordance with the calculation specified in the Price Activity Schedule (Section IV) under note section Or 20% of the contract amount whichever is lower
7	Studio Renovation and Setup — all 3 studios fully renovated, equipped, and commissioned; first live class delivered	T+6 Month	3% of the Contract Amount shall be payable upon successful completion of the required activities and acceptance thereof by MPOWER/MBMA, and upon issuance of Studio Readiness Certificates for all three (3) studios.
8	Batch 2 TV Installation — 550 selected schools and 65 CMYCs; 615 TVs, 550 UPS units, and 550 routers commissioned; SACs issued	T+6 Month	Based on the actual quantities, in accordance with the calculation specified in the Price Activity Schedule (Section IV) under note section Or 27% of the contract amount whichever is lower
9	i-Learning Academy launch - all 700 schools and 65 CMYCs live; PMIS fully operational	T+7 Month	—De
10	Monthly O&M Payments — continuous technical support, PMIS monitoring, live class delivery, SLA compliance, and reporting	T+7 to T+48 Month	An amount equivalent to 1% of the Contract Amount shall be payable on a monthly basis from T7 through T48, subject

			to: (i) submission and acceptance of the Monthly Progress Report by MPOWER, MBMA; (ii) submission of the Manpower Availability Report; and (iii) satisfactory compliance with the Service Level Agreement (SLA) requirements as specified in Schedule A (QPP)
11	Exit Management Plan submitted and accepted	T+36 Month	—
12	Final Report and Asset Transfer - all assets transferred to MBMA/Education Department; handover training complete	T+48 to T+49 Month	3% of the Contract Amount shall be payable upon submission and acceptance of the Final Report by MPOWER/MBMA and submission of the Asset Transfer Report duly countersigned by Education Department.

UPS Battery Replacement Payment Condition: The monthly O&M payment falling in the period T+29 to T+31 shall be withheld until the Service Provider provides documentary evidence — delivery invoices and site photographs for each school — confirming mandatory UPS battery replacement at all 700 school and 65 CMYCS locations per part 95, part 96 and part 97.

Part 10 — Environmental and Social Requirements

77. 10.1 Applicable Standards

The Service Provider shall comply with:

(a) The World Bank Environmental and Social Standards (ESS) applicable to this Contract — principally ESS2 (Labour and Working Conditions), ESS4 (Community Health and Safety), and ESS10 (Stakeholder Engagement); (b) The Employer's Environmental and Social Commitment Plan (ESCP) under MPOWER; and (c) All applicable Indian E&S laws per Appendix J of the Contract, including in particular: the Minimum Wages Act 1948; the Contract Labour (Regulation and Abolition) Act 1970; the Child Labour (Prohibition and Regulation) Act 1986; the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013; the E-Waste (Management) Rules 2016; and the Batteries (Management and Handling) Rules 2001.

78. 10.2 Key E&S Obligations

(a) Labour management: Comply with all applicable Indian labour laws for all studio, installation, field, and O&M personnel throughout the Contract period;

(b) SEA/SH prevention: Implement the Code of Conduct and GBV Risk Management Plan submitted with the Bid; maintain the SEA/SH Focal Point throughout the Contract; report all SEA/SH incidents to DERT/MBMA in writing within 48 hours of occurrence;

(c) Child safeguarding: Enforce the Child Safeguarding Policy at all 700 school and 65 CMYCs sites; conduct background verification of all personnel who will be present at school sites before their deployment; no person convicted of, or under active investigation for, child abuse or sexual violence shall be deployed under this Contract;

(d) E-waste management: Manage disposal of all replaced and end-of-life equipment — including UPS batteries replaced at T+29 to T+31 — in full compliance with the E-Waste (Management) Rules 2016 and the Batteries (Management and Handling) Rules 2001; maintain auditable disposal records available for DERT inspection at any time; and

(e) Grievance redress: Maintain a worker and community Grievance Redress Mechanism (GRM) aligned with DERT's MPOWER GRM; report all grievances (including SEA/SH incidents) to DERT within 48 hours of receipt.

Part 11 — Performance Standards

Structural Note: This Part 11 states the Employer's performance requirements. The full LD rate schedule (for all items), measurement methodology, Quarterly Payment Package (QPP) process, and 3-step dispute resolution mechanism are set out in Schedule A — Service Level Agreement attached to Section IX SCC. Bidders are advised to read Schedule A alongside this Part 11 when preparing their Technical and Financial Proposals. Schedule A shall prevail in the event of any inconsistency with this Part for the purposes of LD computation and enforcement.

79. 11.1 System Uptime

The Service Provider shall maintain the following minimum system uptime per school per calendar month, measured during Scheduled Operating Hours (06:00–18:00 on school days per the Meghalaya academic calendar):

Table 12: Minimum Monthly System Uptime Standards

School Category	Minimum Monthly Uptime
Standard school	≥ 95% per school per month
Alternative-Connectivity School	≥ 90% per school per month

80. 11.2 Fault Response Times (MTTR)

Table 13: Fault Response Time Standards

Fault Class	Description	Required Response
Class 1 — Critical	Primary display or connectivity non-functional; school system completely inoperable	≤ 48 clock hours from fault ticket logging
Class 2 — Non-Critical	Peripheral or partial failure; system remains partially operational	≤ 72 clock hours from fault ticket logging
Connectivity — Standard school	Connectivity loss	≤ 24 clock hours from fault ticket logging
Connectivity — Alternative-Connectivity School	Connectivity loss	≤ 48 clock hours from fault ticket logging

81. 11.3 Live Session Delivery

Table 14: Live Session Delivery Standards

Metric	Minimum Standard
Monthly Live Session Delivery Rate per school	≥ 90% of timetabled sessions
Minimum video quality at school display	≥ 720p; no sustained pixelation exceeding 30 seconds per session
Minimum audio quality	Clear and intelligible throughout each session

82. 11.4 Studio Performance

Table 15: Studio Performance Standards

Metric	Minimum Standard
Studio availability for live sessions	≥ 95% of timetabled session slots per studio per month
Content upload turnaround	Recorded content uploaded to PMIS within 24 hours of recording
Content repository	≥ 500 hours per subject per grade level, accessible throughout the O&M phase

83. 11.5 Helpdesk and CCC

Table 17: Helpdesk and CCC Standards

Metric	Minimum Standard
Helpdesk operating hours	8:00 AM to 6:00 PM on all school days; 24/7 emergency line for Class 1 faults
Fault ticket acknowledgement	Within 2 hours of logging
Field technician coverage	Minimum 1 technician per 50 schools; district-wise coverage per approved deployment plan

84. 11.6 Staffing Standards

Table 18: Staffing Performance Standards

Resource	Standard
All Key Personnel	On post per staffing plan submitted in each Quarterly Payment Package
Technical resources and teaching staff	Non-deployment and absence governed by Schedule A Sections 7 and 8

85. 11.7 Implementation Milestones

All milestones specified in Part 9 shall be achieved by the stated timelines. A grace period of 5 calendar days beyond each agreed milestone date applies before implementation delay LD accrues. Delay LD rates and the year-wise aggregate cap are set out in Schedule A Section 7.

86. 11.8 Reference to Schedule A

The complete LD framework — All items spanning operational performance, implementation delays, and manpower/teaching staff obligations — is set out in Schedule A attached to Section IX SCC. Schedule A also contains the measurement and reporting obligations, the Quarterly Payment Package process, and the 3-step dispute resolution mechanism. Bidders and Contract administrators shall refer to Schedule A as the primary enforcement instrument for all performance standards stated in this Part 11.

Annexure A — Schedule of Minimum Technical Specifications

This Annexure is the authoritative reference for evaluation of MAL-1 through MAL-5 (Section IV, Bidding Forms). Bidders shall complete MAL-1 through MAL-5 in Section IV declaring the proposed make, model, and actual specifications against each line item below. Evaluators shall assess compliance as pass/fail per Section III 1.5(a) and 1.5(c). All specifications represent minimum thresholds; superior specifications are acceptable and may score higher at the rated criteria stage (Section III, Factor 1). All equipment shall be new, genuine, OEM-sourced, and of a latest generation model (2025 onwards). Refurbished, reconditioned, or end-of-life equipment shall not be accepted.

87. MAL-1 —85-inch Display Devices

Quantity Required: 1,065 units (450 units across 150 secondary schools — 3 per school; 550 units across 550 selected schools — 1 per school – 65 units across 65 CMYC)

Table 19: MAL-1 Minimum Technical Specifications — 85-inch Display Devices

Specification	Requirement
Display Size & Type	Screen Size: 85-inch or larger Model: Latest/current generation available at the time of supply Panel Type: LED / QLED or equivalent Commercial/consumer-grade display suitable for educational use
Display Specifications	*Resolution: 4K UHD (3840 × 2160) *Refresh Rate: 60 Hz or higher *Brightness: 500 nits minimum for classrooms without blackout curtains, as identified in the TPA's School Readiness Report *HDR Support: HDR10+ or equivalent *Wide viewing angle *Suitable for clear visibility in classroom environments
Audio	Minimum 20W built-in stereo speakers with audio enhancement technology or equivalent.
Connectivity	HDMI: Minimum 3 ports USB: Minimum 1 port Built-in Wi-Fi Bluetooth support Screen mirroring / wireless casting capability LAN/Ethernet connectivity preferred

Smart Features	Smart TV / Smart Display functionality Built-in applications and access to supported educational/streaming applications Voice assistant support or equivalent Screen sharing/casting from compatible computers, tablets and mobile devices
Operating System & Software	Embedded smart OS supporting app installation, HDMI/USB input switching, OTA firmware update, and screen mirroring (Miracast, AirPlay, or equivalent). Built-in smart operating system Support for regular firmware/software updates Compatibility with commonly used video, presentation and web-based educational content
Build & Installation	Slim/modern design VESA-compatible wall mounting Suitable for long-duration classroom usage Wall-mounting bracket and necessary installation accessories to be provided Installation, testing and commissioning at the designated locations
Power & Electrical Safety	230 V AC, 50 Hz compatible Built-in protection against voltage fluctuations/surge as per applicable standards Energy-efficient operation
Warranty & Service Support	*Minimum 4-year on-site manufacturer warranty with replacement unit supplied within 72 hours of confirmed hardware failure *Warranty to cover display, panel, power supply and other major components *Service response and resolution as per agreed SLA
Certification & Compliance	BIS certification/registration, wherever applicable Compliance with applicable Indian safety and electrical standards •Manufacturer's authorization/undertaking and product datasheet to be submitted with the bid
Make / Brand	Equipment shall be sourced from a reputed commercial grade display manufacturer with minimum 5 years' documented presence in India and an established pan-India after-sales service and spare parts network
<i>Note: Samsung, Sony, LG, or equivalent commercial-grade display. The brands cited are illustrative of the required quality standard only; other brands meeting the technical specifications below are equally eligible.</i>	

MAL-2 — Classroom UPS / Battery Backup

Quantity Required: 1000 units

Table 20: MAL-2 Minimum Technical Specifications — Classroom UPS / Battery Backup

#	Parameter	Minimum Requirement
1	Type	Online (double conversion) or equivalent; zero transfer time
2	Capacity	≥ 1 kVA / 0.9 kW 80% recharge within 4 hours of full discharge.
3	Backup duration	≥ 60 minutes at full load (85-inch TV + industrial router operating simultaneously)
4	Input voltage range	120-300V AC (mandatory for hill district voltage fluctuation conditions)
5	Output voltage	230V AC ± 3%
6	Frequency	50 Hz ± 0.5 Hz
7	Battery type	Sealed Maintenance-Free (SMF) / VRLA or lithium-ion
8	Battery service life	≥ 3 years from date of installation (mandatory replacement at T+29 to T+31)
9	Surge and spike protection	Built-in
10	Overload / short circuit protection	Built-in
11	Status monitoring	LCD/LED display indicating load, battery status, and fault conditions
12	Operating conditions	0°C to 45°C; ≤ 90% relative humidity non-condensing
13	Certification	BIS certified; IEC 62040 compliant or equivalent; manufacturer/brand shall have valid ISO 9001 certification; UPS and associated components shall comply with RoHS requirements.
14	Warranty	≥ 48 months inclusive of battery, or mandatory battery replacement as above

88. MAL-3 — Industrial Dual SIM Router / CPE

Quantity Required: 1000 units (1 per school)

Table 21: MAL-3 Minimum Technical Specifications — Industrial Dual SIM Router / CPE

Sl.No	Parameter	Minimum Requirement
1	Connectivity Tier	Tier 1/2: FTTH/5G Indoor CPE Tier 3: Industrial-grade Dual-SIM 4G/5G Router Alternative: VSAT Terminal

2	Network Technology	Tier 1/2: FTTH/5G compatible CPE Tier 3: 4G/5G multi-band support covering major operators in Meghalaya
3	SIM Slots	Tier 3: Dual SIM – active-active or active-standby with automatic failover
4	Download Speed	Tier 1/2: ≥ 150 Mbps Tier 3: ≥ 30 Mbps
5	Upload Speed	Tier 1/2: As per 150 Mbps service plan Tier 3: ≥ 2 Mbps
6	Wi-Fi	Wi-Fi 6 (802.11ax) or above
7	LAN Ports	$\geq 2 \times$ Gigabit Ethernet
8	Remote Management	TR-069 or equivalent; remote reboot; OTA firmware update; PMIS-compatible telemetry
9	Security	Stateful firewall and VPN support (IPSec/OpenVPN)
10	Operating Temperature	Tier 1/2: 0°C to 50°C or better Tier 3: 0°C to 55°C or better
11	Antenna	Tier 3: External detachable antennas with $\geq 2 \times$ 4G/5G LTE antennas and Wi-Fi antennas
12	Regulatory Certification	BIS / WPC certified for wireless operation in India
13	Warranty	≥ 36 months
Note: The Service Provider shall provide the required connectivity equipment category-wise (Tier 1, Tier 2 and Tier 3) based on the connectivity requirement of each school, as identified in the Needs Assessment Report.		

Table for studio & Chairs

Quantity Required: 3 units - 1 per studio (Shillong, Tura, Metro city)

Table 22: MAL-4 Minimum Technical Specifications — Table & Chairs

Parameter	Minimum Requirement
Type:	Computer Table / Study Desk
Design:	Straight configuration
Material:	Engineered Wood (Particle Board or better)

Finish:	Laminated / pre-laminated surface
Dimensions:	Approx. 1200 mm (W) × 750 mm (H) × 450 mm (D)
Structure:	Free-standing, rigid frame construction
Storage:	Minimum 1 drawer
Compartment:	Required Locking
System:	Drawer should be lockable Edge
Protection:	PVC edge banding (minimum 1 mm thickness)
Load Capacity:	Minimum 40–50 kg uniformly distributed
Assembly:	Knock-down / modular with on-site installation
Hardware:	Rust-proof fittings, good quality hinges & runners
Color:	Standard office finish (Wenge / Teak / White or equivalent)
Weight:	Approx. 30–40 kg (indicative)
Warranty:	Minimum 1-3 Years
Specification for Chair for studio	
Type:	Visitor / Conference Chair
Base Type:	Fixed (Cantilever / Sled)
Frame Material:	MS Steel / Chrome Finish
Back Material:	Breathable Mesh
Seat Material:	Fabric Cushion (Foam)

Armrest:	Fixed Ergonomics: Lumbar Support (Mid-back)
Load Capacity:	≥ 100 kg

MAL-4A Minimum Technical Specifications – Civil/Electrical works

(a) Minimum civil/electrical works standards (wall mounting bracket spec, conduit requirements, earthing, MCB protection) as part of lump sum scope.

89. Studio Equipment

Table 23: MAL-5 Minimum Technical Specifications — Studio Equipment

Item Description	Specification	Quantity per Studio
Camera & Camcorder	24MP+ CMOS sensor, 4K UHD video up to 60fps, interchangeable lens/optical zoom, advanced autofocus with face/eye tracking, clean HDMI output, USB streaming, external microphone/headphone ports, Wi-Fi/Bluetooth	2
Mic	Professional cardioid dynamic broadcast microphone with 50 Hz–20 kHz frequency response, XLR output, internal shock isolation, bass roll-off and presence boost controls, designed for studio, podcasting and broadcast-quality voice recording.	2
Audio Mixer	Eight-channel USB DAW control surface with compatibility with major digital audio workstation software	1
Digital Audio Workstation	Professional digital audio workstation (DAW) computer supporting Windows 10/11, macOS and Linux, with minimum 8 GB RAM, 2 TB SSD storage, and optimized performance for multi-track audio recording, editing and production.	1

LED Panel Lights	LED Panel Light: 150–200W bi-colour continuous LED, 2700K–6500K adjustable CCT, CRI ≥ 95 /TLCI ≥ 95 , dimmable 0–100%, $\geq 15,000$ lux output, flicker-free operation, soft/diffused panel, Bowens/standard mount, AC powered with remo	3
Accessories	5-in-1 collapsible reflector/diffuser, 80–110 cm diameter, translucent diffuser with silver, gold, white and black reflective surfaces, flexible steel frame, carry case and mounting/hand-grip compatibility.	3
Monitor Screen	31.5-inch 4K UHD professional IPS monitor, 60Hz, HDR, 100% sRGB/Rec.709, $\geq 95\%$ P3, USB-C 65W PD, USB hub, factory colour calibration and integrated 2.1-channel speakers	1
Storage	4-bay network-attached storage with 20 TB usable HDD capacity, RAID 5/6 support, 2.5GbE/10GbE networking, hot-swappable drives, SSD cache support, automated backup and remote file access.	1
Teleprompter	Professional 17–22-inch teleprompter system with Full HD self-reversing monitor, 60:40 or 70:30 optical beamsplitter glass, HDMI/SDI/BNC connectivity, wireless remote and foot-pedal scrolling control, suitable for studio/news-broadcast use	1
Tripod	Heavy-duty professional video tripod with fluid head, 75/100 mm bowl mount, ≥ 10 kg payload, mid/ground spreader, adjustable counterbalance, quick-release plate and 360° pan/tilt	2
Video Switcher	8-channel 4K-capable video switcher, HDMI/SDI inputs, live seamless switching, multi-view monitoring, PIP/chroma key, transitions, audio mixing, USB recording/streaming, LAN/RTMP output and remote/PTZ camera control	1

DeskTop	Minimum 12-core processor, 3.5 GHz base clock, suitable for 4K video editing and simultaneous live-streaming workloads; minimum 64 GB RAM; NVMe SSD minimum 2 TB	1
PTZ (Pan-Tilt-Zoom) cameras	4K UHD, 1/2.5–1/2.8" CMOS sensor, 12–20× optical zoom, $\pm 170^\circ$ pan and $+90^\circ/-20^\circ$ tilt, 30/60fps, HDMI + SDI + USB + IP/NDI, PoE+, autofocus, AI/face tracking, preset positions and remote VISCA/IP control	1
Wireless Presenter	2.4 GHz RF wireless technology, up to 15 m range, red Class-2 laser pointer, slide forward/back, presentation start/stop and screen controls, USB plug-and-play receiver, battery indicator, compact ergonomic design and carrying case	1
Wireless Microphone	Dual-channel UHF cordless system with 2 transmitters, handheld + lavalier/headset options, 80–100 m range, 50 Hz–15 kHz frequency response, noise suppression, anti-interference transmission, rechargeable/battery operation, XLR + 6.35 mm audio outputs and portable receiver.	2
Power Backup	5 kVA true online UPS, single-phase, double-conversion, pure sine-wave output, ≥ 0.9 power factor, $\geq 93\%$ efficiency, 20–30 min backup at typical load, external VRLA/SMF battery bank, automatic/static bypass, overload/short-circuit protection, LCD monitoring and surge/voltage regulation	1
Studio Fiber	Each studio shall have: (a) dedicated symmetric fiber internet uplink of minimum 1 Gbps (primary); (b) minimum 100 Mbps backup from a separate ISP or technology; (c) CDN integration for distribution to minimum 755 concurrent school endpoints at 1080p/30fps.	1
Note: All equipment shall be covered by a minimum warranty of one (1) year		

90. Technology Refresh Provisions

At T+24 and T+36, all deployed equipment shall be assessed against the then-current version of this Annexure A. Where any equipment category has become obsolete relative to the prevailing market standard, the Service Provider shall replace it at its own cost under the BOOT obligation, with replacement equipment meeting or exceeding the specifications in this Annexure A as benchmarked at the time of assessment.

91. UPS Battery Replacement — Mandatory at T+29 to T+31

All 1000 UPS battery units shall be replaced by the Service Provider during the period T+29 to T+31. This replacement is a mandatory BOOT obligation regardless of the observed condition of the batteries at the time. Spent batteries shall be disposed of in full compliance with the Batteries (Management and Handling) Rules 2001, with disposal records maintained and available for DERT inspection.

92. List of 150 Govt. HS and RMSA Schools

Quantity Required: 3 Smart TV

Sl No	School	District	Block/ Village	Classification	UDISE Code	Geographic Coordinates (latitude/longitude)
1	Williamnagar Govt. Higher Secondary School	East Garo Hills	Samanda	Rural		
2	Rymbai Govt Higher Secondary School	East Jaintia Hills	Khliehriat	Rural		
3	Tirot Sing Memo. Govt. Hr. Secondary School- Laitkynsew	East Khasi Hills	Shella Bholaganj	Rural		
4	Govt. Boys' Secondary/Higher Sec. School, Shillong.	East Khasi Hills	Shillong Municipal	Urban		
5	Govt. Girls' Secondary/Higher Sec. School, Shillong.	East Khasi Hills	Shillong Municipal	Urban		
6	Sohra Government College (Higher Secondary only)	East Khasi Hills	Shella Bholaganj	Rural		

7	United Kharkutta Govt. Secondary/Higher Sec. School, Kharkutta.	North Garo Hills	Kharkutta	Rural		
8	Resubelpara Govt. Secondary/Higher Sec. School, Resubelpara	North Garo Hills	Resubelpara	Semi-Urban		
9	Jirang Govt. Secondary/Higher Sec. School,	Ri Bhoi	Jirang	Rural		
10	Patharkhmah Govt. Secondary/Higher Sec. School, Patharkhmah.	Ri Bhoi	Jirang	Rural		
11	Mallangkona Govt. Secondary/Higher Sec. School,	West Khasi Hills	Mawshynrut	Rural		
12	Sibsingh Memorial Govt Higher Secondary School, Nongstoin	West Khasi Hills	Nongstoin	Semi-Urban		
13	Tirot Sing Memorial Govt Hr Sec Sc, Nongkhlaw	West Khasi Hills	Mairang	Semi-Urban		
14	Umthlong Nongthliew Govt. Sec School, Nongthliew	West Khasi Hills	Mairang	Semi-Urban		
15	Dadenggre Puri Govt. Higher Secondary School	West Garo Hills	Dadenggre	Rural		
16	Dalu Govt. Higher Sec. School	West Garo Hills	Dalu	Rural		
17	Govt. Girls' Secondary/High	West Garo Hills	Tura Urban Area	Semi-Urban		

	er Sec. School, Tura.					
18	Govt. Boys' Secondary/Higher Sec. School, Tura.	West Garo Hills	Tura Urban Area	Semi-Urban		
19	Tura Government Higher Secondary School	West Garo Hills	Tura Urban Area	Semi-Urban		
20	Sohkha Govt. Hr. Se. Sc.	West Jaintia Hills	Amlarem	Rural		
21	Govt. Boys' Secondary/Higher Sec. School, Jowai.	West Jaintia Hills	Thadlaskein	Rural		
22	Nongtalang Govt. Sec. Sc.	West Jaintia Hills	Amlarem	Rural		
23	Kiang Nangbah Government Higher Secondary School, Mynthong	West Jaintia Hills	Thadlaskein	Rural		
24	Maharam Govt. Higher Sec. Sch-Mawkyrwat	South West Khasi Hills	Mawkyrwat	Rural		
25	Baghmara Govt. Secondary/Higher Sec. School, Baghmara.	South Garo Hills	Baghmara.	Semi-Urban		
26	Capt. Williamson Memorial Govt. Higher Sec. School, Baghmara.	South Garo Hills	Baghmara	Semi-Urban		
27	Ampati Govt. Secondary/Higher Sec. School, Ampati.	South West Garo Hills	Betasing	Rural		

28	Rongrengiri Govt. Secondary/Higher Sec. School, Williamnagar.	East Garo Hills	Samanda	Rural		
29	Nongeitniang Ssa & Rmsa Higher Secondary School	East Khasi Hills	Nongeitniang	Rural		
30	Mawmihthied Ssa & Rmsa Higher Secondary School	East Khasi Hills	Mawmihthied	Rural		
31	Lamjingshai Ssa & Rmsa Higher Secondary School	East Khasi Hills	12th Mer	Rural		
32	Government Senior Basic School, Mynso, Rmsa Higher Secondary School	West Jaintia Hills	Mynso A	Rural		
33	Myriaw Govt. Ups & Rmsa Higher Secondary School	West Khasi Hills	Myriaw	Rural		
34	Rongrin Govt. Ups & Rmsa Higher Secondary School, Umdang.	West Khasi Hills	Umdang	Rural		
35	Mawlieh Rmsa Higher Secondary School	West Khasi Hills	Mawlieh	Rural		
36	Mawrong Govt. Ups & Rmsa Higher Secondary School	Ri Bhoi	Mawrong	Rural		

37	Rongkugre Secondary School & Rmsa Higher Secondary School	West Garo Hills	Rongkugre	Rural		
38	Gabil Daningka Ups & Rmsa Higher Secondary School	East Garo Hills	Gabil Daningka	Rural		
39	Silkigre Ups & Rmsa Higher Secondary School	South Garo Hills	Silkigiri	Rural		
40	Telekali Rmsa Higher Secondary School	South Garo Hills	Telikali	Rural		
41	Bandarigre Rmsa Higher Secondary School	South Garo Hills	Bandaregre	Rural		
42	Government Girl's Higher Secondary School, Jowai	West Jaintia Hills	Jowai_municipality	Semi-Urban		
43	Raid Shabong Border Area Govt. Ups & Rmsa Sec. School, Pynursla	East Khasi Hills	Urksew Wahpathaw	Rural		
44	Mawryngkneng Govt. Lp/Ups & Rmsa, Sec School	East Khasi Hills	Mawryngkneng	Rural		
45	Raid Lynshiang Ssa Ups & Rmsa Sec School	East Khasi Hills	Mawsna	Rural		
46	Mawsynram Govt. Ups & Rmsa Sec. School	East Khasi Hills	Mawsynram Dongneng	Rural		
47	Ichamati Ssa Ups & Rmsa Sec School	East Khasi Hills	Ichamati	Rural		

48	Lamjingshai Ssa Ups & Rmsa Secondary School, Khatarmer	East Khasi Hills	12th Mer	Rural		
49	Mawlai Govt. Lp/Ups & Rmsa Secondary School	East Khasi Hills	Mawlai Nongkwar	Urban		
50	Sohlaper Ssa Ups & Rmsa Secondary School	East Khasi Hills	Sohlaper	Rural		
51	Sutnga Govt. Ups & Rmsa Sec School	East Jaintia Hills	Sutnga	Rural		
52	Saipung Govt. Ups & Rmsa Sec. School	East Jaintia Hills	Saipung	Rural		
53	Saphak Rmsa Ssa Ups & Secondary School	East Jaintia Hills	Saphak	Rural		
54	Moolimen Ssa Ups & Rmsa Secondary School	East Jaintia Hills	Sakhain Moolimen	Rural		
55	Seinraij Branch Ups & Rmsa Secondary School, Jalyiah	East Jaintia Hills	Jalyiah	Rural		
56	Dona Skur Ssa Ups & Rmsa Secondary School	East Jaintia Hills	Dona Skur	Rural		
57	maitdein Up School Ssa & Rmsa Sec. School	West Jaintia Hills	Maitdieng	Rural		
58	Mowkaiew Govt. Ups & Rmsa Sec School	West Jaintia Hills	Mowkaiew	Rural		
59	Shangpung Govt. Ups &	West Jaintia Hills	Shangpung Moolibang	Rural		

	Rmsa Sec. School					
60	Jowai Govt. (Sr. Basic School) Lp&Up & Rmsa Sec School	West Jaintia Hills	Chutwakhu - Ward No.5	Rural		
61	Trangblang Govt. Ups & Rmsa Sec. School	West Jaintia Hills	Trangblang	Rural		
62	Barato Government Ups & Rmsa Sec. School	West Jaintia Hills	Barato	Rural		
63	Mustem Ups Ssa & Rmsa Sec. School	West Jaintia Hills	Mustem	Rural		
64	Umladang Ssa Ups & Rmsa Secondary School	West Jaintia Hills	Umladang	Rural		
65	Psiar Ssa Ups & Rmsa Secondary School	West Jaintia Hills	Psiar	Rural		
66	Shkenpyrsit Ssa Ups & Rmsa Secondary School	West Jaintia Hills	Shken Pyrsit	Rural		
67	Dongiurim Ssa Ups & Rmsa Secondary School	West Jaintia Hills	Mynsngat	Rural		
68	Shilliang Myntang Presbyterian Up & Rmsa Secondary School	West Jaintia Hills	Shilliang Myntang	Rural		
69	Raid Mynsaw Ups & Rmsa Secondary School, Langpih	West Khasi Hills	Langpih	Rural		
70	Pariong Government Ups & Rmsa	West Khasi Hills	Pariong	Rural		

	Secondary School, Pariong.					
71	Mynken Govt. Ups & Rmsa Sec. School	Ri Bhoi	Lumsohpieng	Rural		
72	Saiden Govt. Ups & Rmsa Sec. School	Ri Bhoi	Saiden	Rural		
73	Byrwa Rmsa Secondary School, Byrwa.	Ri Bhoi	Byrwa	Rural		
74	Nongsangu Ups & Rmsa Secondary School	Ri Bhoi	Nongsangu	Rural		
75	Umshru Ups & Rmsa Secondary School	Ri Bhoi	Umshru	Rural		
76	Umden Umroi Ups & Rmsa Secondary School	Ri Bhoi	Umden Arka	Rural		
77	Shngimawlein Govt. Ups & Rmsa, Secondary School	South West Khasi Hills	Shngimawlein	Rural		
78	Mawsaw Govt. Ups & Rmsa, Secondary School	South West Khasi Hills	Mawsaw	Rural		
79	Selsella Govt. Ups & Rmsa Sec. School	West Garo Hills	Apalgre	Rural		
80	Jenjal Govt Ups & Rmsa Sec. School	West Garo Hills	Nengkalgre	Rural		
81	Shyamnagar Govt. Ups & Rmsa Sec. School	West Garo Hills	Shyamnagar	Rural		
82	Upper Bamonpara Ssa Ups & Rmsa Sec School	West Garo Hills	Upper Bamonpara	Rural		

83	Bollonggre Ssa Ups & Rmsa Sec School	West Garو Hills	Bollonggre	Rural		
84	Tikrikilla Govt. Ups & Rmsa Sec School	West Garو Hills	Tikrikilla (A)	Rural		
85	Jongbo Ading Ssa Ups & Rmsa Sec School	West Garو Hills	Jongbhu	Rural		
86	Bolchu Katonggre Ssa Ups & Rmsa Sec School	West Garو Hills	Bolchukatonggre	Rural		
87	Chasinpara Ssa Ups & Rmsa Sec School	West Garو Hills	Chasinpara	Rural		
88	Dilsigre Ssa Ups & Rmsa Secondary School	West Garو Hills	Dilsigre	Rural		
89	Renchagre Ssa Ups & Rmsa Secondary School	West Garو Hills	Renchagre	Rural		
90	Aguragre Ssa Ups & Rmsa Secondary School	West Garو Hills	Aguragre	Rural		
91	Megapara Ssa Ups & Rmsa Secondary School	West Garو Hills	Megapara	Rural		
92	Rongjeng Govt. Ups & Rmsa Sec. School	East Garو Hills	Rongjeng Bazar	Rural		
93	Samin Songkama Ssa Ups & Rmsa Secondary School	East Garو Hills	Samin Songkama	Rural		
94	Nengkra Awe Ssa Ups & Rmsa Secondary School	East Garو Hills	Nengkra Awe	Rural		
95	Dilma Ampanggre Ssa	East Garو Hills	Ampanggre	Rural		

	Ups & Rmsa Secondary School					
96	Dobu Moonlight Ssa Ups & Rmsa Secondary School	East Garo Hills	Dobu Rimding	Rural		
97	Daram Union Govt. Ups & Rmsa Sec. School	North Garo Hills	Darampara - Ward No.5	Rural		
98	Resubelpara Govt Ups & Rmsa Sec. School	North Garo Hills	Dekachang - Ward No.12	Rural		
99	Chotcholja Govt Ups & Rmsa Sec. School	North Garo Hills	Chotcholja	Rural		
100	Thapa Bishrampur Ssa Ups & Rmsa Sec School	North Garo Hills	Thapa Bazar	Rural		
101	Dilma Adap Govt. Ups & Rmsa Sec School	North Garo Hills	Dilma Adap	Rural		
102	Chibongga Govt. Ups & Rmsa Sec School	North Garo Hills	Chibongga A	Rural		
103	Aruakgre Ssa Ups & Rmsa Sec School	North Garo Hills	Aruakgre	Rural		
104	Adokgiri Govt. Ups & Rmsa Sec. School	North Garo Hills	Adokgre	Rural		
105	Bikselgre Ssa Ups & Rmsa Sec. School	North Garo Hills	Waramgre	Rural		
106	Rajasimla Govt Ups & Rmsa Secondary School	North Garo Hills	Rajasimla Songma	Rural		
107	Chiringpara Ssa Ups & Rmsa Sec School	South West Garo Hills	Chiringpara	Rural		

108	Boldamgre Govt. Ups & Rmsa Sec School	South West Garo Hills	Boldamgiri	Rural		
109	Dilniduara Ssa Ups & Rmsa Sec School	South West Garo Hills	Dilnigre	Rural		
110	Garagre Ssa Ups & Rmsa Sec School	South West Garo Hills	Garagre	Rural		
111	Bakdagre Ssa Ups & Rmsa Sec School	South West Garo Hills	Bakdagiri	Rural		
112	Dingampara Ssa Ups & Rmsa Sec School	South West Garo Hills	Dingampara	Rural		
113	Josipara Ssa Ups & Rmsa Sec School	South West Garo Hills	Josipara	Rural		
114	Ponchapara Ssa Ups & Rmsa Sec School	South West Garo Hills	Ponchapara	Rural		
115	Paulpara Ssa Ups & Rmsa Secondary School	South West Garo Hills	Paulpara	Rural		
116	Murchapani Ups & Rmsa Secondary School	South West Garo Hills	Murchapani	Rural		
117	Chokpot Govt. Ups & Rmsa Sec School	South West Garo Hills	Chokpotgre	Rural		
118	Rugapara Govt. Ups & Rmsa Sec School	South West Garo Hills	Ruga Songmong	Rural		
119	Rongara Govt. Ups & Rmsa Sec School	South West Garo Hills	Dobakol	Rural		
120	Dulbeta Ssa Ups & Rmsa Sec School	South West Garo Hills	Dulbeta	Rural		
121	Wagebokgre Ssa Ups & Rmsa Sec School	South West Garo Hills	Wagebokgre	Rural		

12 2	Attabenga Ssa Ups & Rmsa Sec School	South Garo Hills	Atabenga	Rural		
12 3	Durama Wagegitok Ssa Ups & Rmsa Secondary School	South Garo Hills	Rongdigiri	Rural		
12 4	Nadangkol Ssa Ups & Rmsa Secondary School	South Garo Hills	Nadangkol	Rural		
12 5	Cherengpara Ssa Ups & Rmsa Secondary School	South Garo Hills	Cherengpara I	Rural		
12 6	Bolchu Katdonggre Rmsa Secondary School	West Garo Hills	Tikrikilla	Rural		
12 7	Rongrenggiri Govt. Higher Secondary School	East Garo Hills	Samanda	Rural		
12 8	Jongbo Ading Sec. School, Rmsa	West Garo Hills	Gambegre	Rural		
12 9	Diet Practising Govt School, Tura	West Garo Hills	Tura Urban Area	Semi-Urban		
13 0	Nengkra Awe U.P.S	East Garo Hills	Samanda	Rural		
13 1	Bajengdoba Govt. Ups	North Garo Hills	Bajengdoba	Rural		
13 2	Thapa Bisrampur U.P.S.	North Garo Hills	Resubelpara	Semi-Urban		
13 3	Ramke Memorial Sec. School	North Garo Hills	Kharkutta	Rural		
13 4	San Shnong Secondary School	East Jaintia Hills	Khliehriat	Rural		
13 5	Dilni Duara Ups	South West Garo Hills	Betasing	Rural		

13 6	Moonlight U.P. School	East Garo Hills	Songsak	Rural		
13 7	Govt. Ups Mowkaiaw	West Jaintia Hills	Laskein	Rural		
13 8	N. Zaman Memorial Secondary School	West Garo Hills	Selsella	Rural		
13 9	Rajabala Girls' Higher Secondary School	West Garo Hills	Selsella	Semi-Urban		
14 0	Sunbeam Secondary School	East Garo Hills	Samanda-170203	Urban		
14 1	Rugapara Govt.U.P.S.	South Garo Hills	Gasuapara-170304	Rural		
14 2	Salem Higher Secondary School	East Khasi Hills	Mawryngkneng	rural		
14 3	Q.C. Springside Hr. Secondary School- Jowai	West Jaintia Hills	Thadlaskein-170701	Urban		
14 4	Sabakhthani Mission Org School	East Jaintia Hills	Khliehriat-170901	Rural		
14 5	Garo Graduate Union Sec School	West Garo Hills	Tura Urban Area	Semi-Urban		
14 6	JENGJAL GOVT. UP SCHOOL	WEST GARO HILLS	RONGRAM	Semi-Urban		
14 7	NONGKREM SECONDARY SCHOOL	EAST KHASI HILLS	MAWRYNGKNEN G	Semi-Urban		
14 8	LANGTOR HIGHER SECONDARY SCHOOL	EASTERN WEST KHASI HILLS	MAIRANG	Semi-Urban		
14 9	Darang Union Government Up School	West Khasi Hills	Mawshynrut	Rural		
15 0	Mohan Massar Government School	West Khasi Hills	Mawthadraishan	Rural		

96.List of 550 Government Aided Schools Plus 11 as a buffer school*Quantity Required: 1 Smart TV*

Sl No	School	District	Block/ Village	Clasification	UDISE Code	Geographic Coordinates (latitude/longitude)
1	R. K Misssion Hss, Sohra	East Khasi Hills	Sohra C.D. Block	Rural		
2	Mawkhar Christian Hss	East Khasi Hills	Myllem	Rural		
3	Lady Keane Girls' Hss	East Khasi Hills	Shillong Municipal And Cantt	Urban		
4	Laitumkhrah Bengalee Hss	East Khasi Hills	Shillong Municipal And Cantt	Urban		
5	Christ Church Ss	East Khasi Hills	Shillong Municipal And Cantt	Urban		
6	Risa Hss	East Khasi Hills	Mawpat C&Rd Block	Rural		
7	St Claret Hss	East Khasi Hills	Myllem	Rural		
8	Gorkha Hss, Upper Shillong	East Khasi Hills	Myllem C&Rd Block	Rural		
9	Cherra Presbyterian Hss	East Khasi Hills	Shella Bholaganj Block	Rural		
10	St Francis Xavier's Hss, Sohklong Mawsynram	East Khasi Hills	Mawsynram C&Rd Block	Rural		
11	Nongspung Presbyetrian Ss	East Khasi Hills	Mawphlang	Rural		
12	St. Francis De Sales Secondary School	East Khasi Hills	Myllem	Rural		

13	Village Durbar Ss, Swer	East Khasi Hills	Khatarshnong Laitkroh	Rural		
14	S. Ferrando Hss, Sawsymer	East Khasi Hills	Mawsynram	Rural		
15	St Francis De Sales Ss, Mawryngkneng	East Khasi Hills	Mawryngkneng	Rural		
16	St Francis Hss, Smit	East Khasi Hills	Mawryngkneng	Rural		
17	St Peter's Hss, Balat	East Khasi Hills	Mawsynram	Rural		
18	Lawmei Presbyterian Hss, Lawmei	East Khasi Hills	Sohiong C.D. Block	Rural		
19	Mawngap District Christian Multipurpose Hss	East Khasi Hills	Mawphlang	Rural		
20	Mawpat Presbyterian Secondary School	East Khasi Hills	Mawpat	Rural		
21	St. Joseph's Girls' Higher Secondary School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
22	Seng Khasi Higher Secondary School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
23	Nora Evalyn Secondary School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
24	R. B. Anupchand Hindi Secondary School	East Khasi Hills	Myllem Cd Block	Rural		
25	Malki Presbyterian Secondary School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
26	Kamala Nehru Secondary School	East Khasi Hills	Shillong Municipal And Cantt	Urban		
27	Little Flower School	East Khasi Hills	Mawryngkneng	Rural		

28	St. John's Secondary School, Laban	East Khasi Hills	Shillong Municipal And Cantt	Urban		
29	Eriben Presbyterian Secondary School	East Khasi Hills	Mawpat	Rural		
30	Rilbong P. N. Chaudhuri Higher Secondary School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
31	Mount Hermon Higher Secondary School	East Khasi Hills	Myllem	Rural		
32	Mawdon District Presbyterian Higher Secondary School	East Khasi Hills	Mawsynram	Rural		
33	Sunny Hill Adventist Secondary School	East Khasi Hills	Myllem	Rural		
34	Tynring Presbyterian Secondary School	East Khasi Hills	Mawryngkneng	Rural		
35	Seng Khasi Secondary School, Jaiaw	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
36	W Rubyson Memorial Secondary School	East Khasi Hills	Shella Bholaganj C.D. Block	Rural		
37	Jaiaw Presbyterian Hss	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
38	Jyoti Sroat School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
39	Phudmuri Presbyterian Higher Secondary School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
40	Christian Academy Hss	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
41	Springtime Secondary School	East Khasi Hills	Myllem	Rural		
42	Salem Secondary School	East Khasi Hills	Myllem	Rural		

43	Stephen Memorial Secondary School	East Khasi Hills	Myllem	Rural		
44	Brookside Adventist Hss	East Khasi Hills	Myllem	Rural		
45	Laban Presbyterian Hss	East Khasi Hills	Myllem	Rural		
46	Hill Crest Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
47	Synod Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
48	Holy Cross Ss, Mawkynrew	East Khasi Hills	Mawkynrew	Rural		
49	St. Anthony's Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
50	St. Mary's Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
51	Laban Bengalee Girls' Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
52	Sacred Heart Boys' Hss, Shillong	East Khasi Hills	Mawlai	Urban		
53	Auxilium Girls' Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
54	Holy Child Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
55	Hubert Memorial Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
56	K.J.P. Girls' Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
57	Mawlai Pres. Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		

58	Laban Assamese Girls' Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
59	Meghalaya Hindu Mission Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
60	St. Jerome Hss, Shillong	East Khasi Hills	Mawpat	Rural		
61	St. Gabriel Hss, Upper Shillong	East Khasi Hills	Myllem	Rural		
62	St. John Bosco Boys' Hss, Sohra	East Khasi Hills	Sohra	Rural		
63	St. Anthony's Hss, Pynursla	East Khasi Hills	Pynursla	Rural		
64	Mawsynram Hss, Mawsynram	East Khasi Hills	Mawsynram	Rural		
65	St. Paul Hss, Marbisu	East Khasi Hills	Mawphlang	Rural		
66	Good Shepherd Hss, Jongksha	East Khasi Hills	Mawkynrew	Rural		
67	Tirot Singh Memorial Ss, Mawkdok	East Khasi Hills	Khatarshnong	Rural		
68	Laitbah Union Hss, Laitbah	East Khasi Hills	Mawsynram	Rural		
69	Tyrsad Hss, Tyrsad	East Khasi Hills	Mawphlang	Rural		
70	Mawryngkneng Hss, Mawryngkneng	East Khasi Hills	Mawryngkneng	Rural		
71	Smit Hss, Smit	East Khasi Hills	Mawryngkneng	Rural		
72	District War Sepngi Christian Hss, Dangar	East Khasi Hills	Mawsynram	Rural		

73	Nongspung Hss, Nongspung	East Khasi Hills	Mawphlang	Rural		
74	Sohiong Pres. Hss, Sohiong	East Khasi Hills	Sohiong	Rural		
75	Pomlum Hs, Pomlum	East Khasi Hills	Myllem	Rural		
76	Pongkung Church Of God Hss, Pongkung	East Khasi Hills	Mawkyrwat	Rural		
77	St. Francis D' Assisi Hss, Mawkasiang	East Khasi Hills	Myllem	Rural		
78	St. Ursula Border Area Hs, Mawlong	East Khasi Hills	Shella Bholaganj	Rural		
79	St. Theresa's Ss, Mawlaingut	East Khasi Hills	Myllem	Rural		
80	Green Hill Ss, Sohryngkham	East Khasi Hills	Mawryngkneng	Rural		
81	Khad-Ar-Blang Hss, Lyngkyrdem	East Khasi Hills	Pynursla	Rural		
82	Pynthorumkhras Pres. Sec. School, Pynthorumkhras	East Khasi Hills	Myllem	Rural		
83	Khad-Ar-Blang Border Ss, Pongtung	East Khasi Hills	Pynursla	Rural		
84	Sacred Heart Girls Hss,	East Khasi Hills	Mawlai	Urban		
85	Sadew Mawkriah Presbyterian Ss	East Khasi Hills	Myllem	Rural		
86	All Saints Diocesan Hss, Shillong	East Khasi Hills	Shillong Municipal And Cantt	Urban		
87	Annie Margeret Barr Ss, Kharang	East Khasi Hills	Mawkynew	Rural		

88	Dinet Manik Syiem Memorial Secondary School	East Khasi Hills	Shillong Municipal And Cantt	Urban		
89	Duncan Secondary Secondary	East Khasi Hills	Myllem	Rural		
90	D.N.S Wahlang Memorial Secondary School, Shillong	East Khasi Hills	Shillong Municipal And Cantt	Urban		
91	Gorkha Pathshala Hss	East Khasi Hills	Shillong Municipal And Cantt	Urban		
92	K J P Girls Higher Secondary School, Shillong	East Khasi Hills	Shillong Municipal And Cantt	Urban		
93	Laban Bengalee Boys Hss, Laban	East Khasi Hills	Shillong Municipal And Cantt	Urban		
94	Laitumkhrah Presbyterian School	East Khasi Hills	Shillong Municipal And Cantt	Urban		
95	Maurice Patrick King Memorial Ss	East Khasi Hills	Shella Bholaganj Block	Rural		
96	Mawkasiang Umroh Secondary School	East Khasi Hills	Mawpat	Rural		
97	Mawtawar Presbyterian Ss, Mawtawar	East Khasi Hills	Mawlai	Urban		
98	Hill View Secondary School, Happy Valley	East Khasi Hills	Shillong Municipal And Cantt	Urban		
99	Umshing Presbyterian Secondary School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
100	Lyngngam Pres. Hss, Lyngngam	West Khasi Hills	Mawshynrut	Rural		
101	Aradonga Ss, Aradonga	West Khasi Hills	Mawshynrut	Rural		
102	Anderson Hss, Nongstoin	West Khasi Hills	Nongstoin	Semi-Urban		

103	St. Peter's Hss, Pyndengrei	West Khasi Hills	Nongstoin	Semi-Urban		
104	St. John Bosco Ss, Rambrai	West Khasi Hills	Nongstoin	Semi-Urban		
105	Joplang Hss, Shallang	West Khasi Hills	Mawshynrut	Rural		
106	Christ King Secondary School, Riangdo	West Khasi Hills	Mawshynrut	Rural		
107	Holy Cross Girls' Secondary School, Aradonga	West Khasi Hills	Mawshynrut	Rural		
108	Rev. J.J.M. Nichols Roy Memorial Secondary School, Nongstoin	West Khasi Hills	Nongstoin	Semi-Urban		
109	Mawrang Secondary School, Ra	West Khasi Hills	Nongstoin	Semi-Urban		
110	Nongstoin College Hss	West Khasi Hills	Nongstoin	Semi-Urban		
111	K.J.P. Synod Sepngi Hss, Nongstoin	West Khasi Hills	Nongstoin	Semi-Urban		
112	Don Bosco Secondary School	West Khasi Hills	Mawryngkneng	Rural		
113	Full Gospel Evangelistic Ministry Hss, Nongsung	West Khasi Hills	Nongstoin	Semi-Urban		
114	Nongkharai Presbyterian Ssecondary School	West Khasi Hills	Mawshynrut	Rural		
115	Jidon Singh Memorial Secondary School	West Khasi Hills	Mawshynrut	Rural		
116	Nonglang Secondary School	West Khasi Hills	Mawkyrwat	Rural		
117	Presbyterian Secondary School , Maweit	West Khasi Hills	Nongstoin	Semi-Urban		

118	Nongstoin Public Secondary School	West Khasi Hills	Nongstoin	Semi-Urban		
119	K J P Synod Sepngi Higher Secondary School, Nongstoin	West Khasi Hills	Nongstoin	Semi-Urban		
120	Thomas Jones- I Secondary School	West Khasi Hills	Nongstoin	Semi-Urban		
121	Assembly Of God Secondary School	West Khasi Hills	Nongstoiñ	Rural		
122	Living Springs Academy Secondary School	West Khasi Hills	Mawshynrut	Rural		
123	Rangsapara Secondary School	West Khasi Hills	Mawshynrut	Rural		
124	St. Anthony's Secondary School	West Khasi Hills	Nongstoin	Semi-Urban		
125	Christ Disciple's Girls' Secondary School	West Khasi Hills	Nongstoiñ	Rural		
126	Presbyterian Secondary School , Nongstoin	West Khasi Hills	Nongstoiñ	Rural		
127	B.B.C. Secondary School	West Khasi Hills	Nongstoiñ	Rural		
128	Joel Gatphoh Memorial Synod Secondary School	West Khasi Hills	Nongstoiñ	Rural		
129	St. Mary's Secondary School, Maweit	West Khasi Hills	Nongstoiñ	Rural		
130	Sacred Heart Heart Secondary School	West Khasi Hills	Nongstoiñ	Rural		
131	Lowingwell Secondary School	West Khasi Hills	Nongstoin	Semi-Urban		
132	Umyiap District Presbyterian Secondary School	West Khasi Hills	Mawthadraishan	Rural		

133	Church Of God Secondary School	West Khasi Hills	Nongstoin	Semi-Urban		
134	United Christian Secondary School, Byrki	West Khasi Hills	Nongstoin	Semi-Urban		
135	St. Joseph's Secondary School	Eastern West Khasi Hills		Rural		
136	St Xavier's Hss	Eastern West Khasi Hills	Mairang	Semi-Urban		
137	Nongthliew Ss	Eastern West Khasi Hills	Mairang	Semi-Urban		
138	Mairang Presbyterian Hss, Mairang	Eastern West Khasi Hills	Mairang	Semi-Urban		
139	St. Thomas Hss, Mairang	Eastern West Khasi Hills	Mairang	Semi-Urban		
140	Langtor Hss, Langtor	Eastern West Khasi Hills	Mairang	Semi-Urban		
141	Pariong Presbytery Hss, Pariong	Eastern West Khasi Hills	Mawthadraishan	Rural		
142	Kynshi Hss, Kynshi	Eastern West Khasi Hills	Mawthadraishan	Rural		
143	St. Joseph Ss, Nongkasen	Eastern West Khasi Hills	Mawthadraishan	Rural		
144	St. Xavier Secondary School, Nongkhlaw	Eastern West Khasi Hills	Mairang	Semi-Urban		

145	Mairang Presbyterian Academy Secondary School, Mairang	Eastern West Khasi Hills	Mairang	Semi-Urban		
146	Markasa Secondary School, Markasa	Eastern West Khasi Hills	Mawthadraishan	Rural		
147	Tirot Singh Mem College, Mairang	Eastern West Khasi Hills	Mairang	Semi-Urban		
148	Khatsawphra Hss, Mairang	Eastern West Khasi Hills	Mairang	Semi-Urban		
149	St. Hubert Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
150	Nongrmai Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
151	Tirot Singh Memorial Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
152	Rosario Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
153	Manai Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
154	Lawphiah Presbyterian Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
155	Mairang Presbyterian English Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
156	Nongum Secondary School	Eastern West	Mairang	Semi-Urban		

		Khasi Hills				
157	Pyndengumiong Presbyterian Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
158	Mairang Vidyajyoti Inclusive Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
159	Mawkynsah Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
160	Jidor Singh Memorial Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
161	Laitdom Presbyterian Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
162	Mawshut Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
163	Bynther Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
164	Little Stars English Medium Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
165	Mawkyllei Higher Secondary School	Eastern West Khasi Hills	Mawthadraishan	Rural		
166	Myriaw Secondary School	Eastern West Khasi Hills	Mawthadraishan	Rural		
167	Seven Brother's Secondary School	Eastern West Khasi Hills	Mawthadraishan	Rural		

168	Mount Horeb Secondary School	Eastern West Khasi Hills	Mairang	Semi-Urban		
169	St. Dominic Savio Secondary School	Eastern West Khasi Hills	Mawthadraishan	Rural		
170	Pastorate Laitseh Christian Secondary School	Eastern West Khasi Hills	Mawthadraishan	Rural		
171	Mawlangkhar Secondary School	Eastern West Khasi Hills	Mawthadraishan	Rural		
172	St. Xaviers Secondary School, Umoid	South West Khasi Hills	Mawkyrwat	Rural		
173	Nativity Hss, Mawkyrwat	South West Khasi Hills	Mawkyrwat	Rural		
174	Nolikata Ss, Nolikata	South West Khasi Hills	Ranikor	Rural		
175	Horirai Syiemlieh Memorial Ss, Rangthong	South West Khasi Hills	Mawkyrwat	Rural		
176	Jakrem Pres. Ss, Jakrem	South West Khasi Hills	Mawkyrwat	Rural		
177	St. Mary's Ss, Rangblang	South West Khasi Hills	Mawkyrwat	Rural		
178	Hynriew Shnong Hss, Shngimawlein	South West Khasi Hills	Mawkyrwat	Rural		

179	Little Star Higher Secondary School, Mawkyrwat	South West Khasi Hills	Mawkyrwat	Rural		
180	Mawthawpdah Presbyterian Higher Secondary School, Mawthawpdah	South West Khasi Hills	Mawkyrwat	Rural		
181	Jingaiti Secondary School, Nonghyllam	South West Khasi Hills	Ranikor	Rural		
182	Sngap Syiem College, Mawkyrwat	South West Khasi Hills	Mawkyrwat	Rural		
183	St Xavier's Hss, Umoid	South West Khasi Hills	Mawkyrwat	Rural		
184	Presbyterian Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
185	Jingiaseng Kynthei Mawkyrwat Presbytery Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
186	Mawranglang Presbyterian Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
187	Balang Mawlangwir Girls' Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
188	Mawten Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
189	Sain Jingtip Multipurpose Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
190	Eleven Secondary School	South West	Mawkyrwat	Rural		

		Khasi Hills				
191	Phlo Rosy Dew Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
192	Indira Gandhi Memorial Secondary School	South West Khasi Hills	Ranikor	Rural		
193	Khonjoy Secondary School	South West Khasi Hills	Ranikor	Rural		
194	Rangthong Christian Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
195	Sharak Rit Secondary School	South West Khasi Hills	Ranikor	Rural		
196	United National Secondary School	South West Khasi Hills	Nongstoin	Semi-Urban		
197	Turnia Shining Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
198	Ngunraw Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
199	Rangmaw Church Of God Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
200	Sakwang Presbyterian Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
201	Marshilong Presbyterian Secondary School	South West Khasi Hills	Mawkyrwat	Rural		

202	Lawblei Church Of God Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
203	Mawrangkynda Church Of God Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
204	Modern Academy Higher Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
205	Mawkyrwat Presbyterian Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
206	Seven Sister Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
207	Presbyterian Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
208	Lyngdoh Wanniang Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
209	Rymmang Secondary School	South West Khasi Hills		Rural		
210	St. Mary's Secondary School	South West Khasi Hills	Mawkyrwat	Rural		
211	Don Bosco Hss, Byrnihat	Ri Bhoi	Umling	Rural		
212	Nehru Memorial Hss, Umsning	Ri Bhoi	Umsning	Rural		
213	Ri Bhoi Pres. Hss, Nongpoh	Ri Bhoi	Umling	Rural		
214	St. Paul Hss, Nongpoh	Ri Bhoi	Umling	Rural		
215	Myngken Christian Hss, Bhoirymbong	Ri Bhoi	Bhoirymbong	Rural		

216	St. Joseph Ss, Umden	Ri Bhoi	Umling	Rural		
217	St. Francis D' Assisi Ss, Umbir	Ri Bhoi	Umsning	Rural		
218	St. Vianney's Ss, Umsohlait	Ri Bhoi	Umsning	Rural		
219	Umroi Pres. Hss, Umroi	Ri Bhoi	Umsning	Rural		
220	Plielad Secondary School, Mawlasnai	Ri Bhoi	Bhoirymbong	Rural		
221	Savio Hss, 9th Mile Baridua	Ri Bhoi	Umling	Rural		
222	Kyrdem Presbyterian Ss, Kyrdem	Ri Bhoi	Bhoirymbong	Rural		
223	St. Jude Secondary School, Umpher	Ri Bhoi	Jirang	Rural		
224	Umsning Presbyterian Higher Secondary School, Umsning	Ri Bhoi	Umsning	Rural		
225	Christian Secondary School, Pahamsyiem	Ri Bhoi	Umling	Rural		
226	Ferrando Higher Secondary School, Umroi Nongrah	Ri Bhoi	Umsning	Rural		
227	St. Peter's Secondary School, Umkadhor	Ri Bhoi	Jirang	Rural		
228	Nongtluh Secondary School, Diwon	Ri Bhoi	Umling	Rural		
229	Meecl Secondary School, Umiam	Ri Bhoi	Umiam	Rural		
230	Little Star Senior Secondary School	Ri Bhoi	Umling	Rural		
231	Charity Educare Secondary School	Ri Bhoi	Umling	Rural		
232	St. Francis D' Assisi Secondary School	Ri Bhoi	Umsning	Rural		
233	St. Michael's Higher Secondary School	Ri Bhoi	Umsning	Rural		
234	Meecl Secondary School, Sumer	Ri Bhoi	Umsning	Rural		
235	St. Francis Xavier Secondary School	Ri Bhoi	Umsning	Rural		
236	Nongthymmai Presbyterian Secondary School	Ri Bhoi	Umsning	Rural		
237	St. Alfred's Secondary School	Ri Bhoi	Umling	Rural		

238	St. John's Secondary School	Ri Bhoi	Umling	Rural		
239	Shrimanta Sankardev Secondary School	Ri Bhoi	Umling	Rural		
240	Umdihar Presbyterian Secondary School	Ri Bhoi	Umling	Rural		
241	Auxilium Higher Secondary School	Ri Bhoi	Umling	Rural		
242	Nongpoh Nepali Secondary School	Ri Bhoi	Umling	Rural		
243	Morning Star Secondary School	Ri Bhoi	Umling	Rural		
244	St. Mary's Secondary School	Ri Bhoi	Umling	Rural		
245	Raid Hoppati Christian Secondary School	Ri Bhoi	Umling	Rural		
246	Friendly Academy Secondary School	Ri Bhoi	Umling	Rural		
247	Meecl Secondary School, Kyrdemkulai	Ri Bhoi	Umsning	Rural		
248	Umsawkhwan Presbyterian Secondary School	Ri Bhoi	Umsning	Rural		
249	Khrum Diengiei Higher Secondary School	Ri Bhoi	Umsning	Rural		
250	Pine Brook Secondary School	Ri Bhoi	Umsning	Rural		
251	Ferrando Speech And Hearing Centre	Ri Bhoi	Umsning	Rural		
252	Suryodaya Secondary School	Ri Bhoi	Umling	Rural		
253	Nepali Sahayogi Secondary School	Ri Bhoi	Umling	Rural		
254	Dr. D. D.Lapang Foundation Hss, Nongpoh	Ri Bhoi	Umling	Rural		
255	Alpha English Hss	Ri Bhoi	Umling	Rural		
256	Little Flower Secondary School, Mawbri	Ri Bhoi		Rural		
257	Fernando Speech And Hearing Center	Ri Bhoi	Umsning	Rural		

258	Holy Angels Secondary School, Bhoirymbong	Ri Bhoi		Rural		
259	King Of Kings Secondary School, Mawkyrdep	Ri Bhoi		Rural		
260	Mynken Chriantian Hss, Bhoirymbong	Ri Bhoi	Bhoirymbong	Rural		
261	Marian Hill Hss, Jowai	West Jaintia Hills	Thadlaskein	Rural		
262	K.J.P. Synod Mihngi Hss, Jowai	West Jaintia Hills	Thadlaskein	Rural		
263	North Liberty Hss, Jowai	West Jaintia Hills	Thadlaskein	Rural		
264	St. Dominic Hss, Mawkyndeng	West Jaintia Hills	Laskein	Rural		
265	Ka Syiem Jingsuk Ss, Amlarem	West Jaintia Hills	Amlarem	Rural		
266	Amwi Ss, Thangbuli	West Jaintia Hills	Amlarem	Rural		
267	Shangpung Pres. Hss, Shangpung	West Jaintia Hills	Laskein	Rural		
268	Saw Lyngdoh Hss, Mowkaiaw	West Jaintia Hills	Laskein	Rural		
269	Albin Lamare Memorial Ss, Nangbah	West Jaintia Hills	Thadlaskein	Rural		
270	Little Flower Ss, Ummulong	West Jaintia Hills	Thadlaskein	Rural		
271	Ummulong Pres. Hss, Ummulong	West Jaintia Hills	Thadlaskein	Rural		
272	Nartiang Pres. Hss, Nartiang	West Jaintia Hills	Thadlaskein	Rural		

273	St. Peter's Secondary School, Barato	West Jaintia Hills	Laskein	Rural		
274	Iooksi Presbyterian Ss, Iooksi	West Jaintia Hills	Laskein	Rural		
275	St. Mary Mazzarello Girls' Higher Secondary School	West Jaintia Hills	Thadlaskein	Rural		
276	Thadlaboh Presbyterian Secondary School, Jowai	West Jaintia Hills	Thadlaskein	Rural		
277	St. Mary Mazzarello Girls' Higher Secondary School, Jowai	West Jaintia Hills	Amlarem	Rural		
278	St. Francis Secondary School, Mawkyndeng	West Jaintia Hills	Laskein	Rural		
279	Amlarem Secondary School, Amlarem	West Jaintia Hills	Thadlaskein	Rural		
280	Khad Ar Nor Proceeding Secondary School, Shangpung	West Jaintia Hills	Laskein	Rural		
281	Winters Adventist Secondary School, Mowkaiaw	West Jaintia Hills	Laskein	Rural		
282	Achievers Secondary School, Ummulong	West Jaintia Hills	Thadlaskein	Rural		
283	Ramakrishna Mission Secondary School, Nartiang	West Jaintia Hills	Thadlaskein	Rural		
284	Adventist Hss, Thadlaskein	West Jaintia Hills	Thadlaskein	Rural		
285	Thomas Jones Synod College, Jowai	West Jaintia Hills	Thadlaskein	Rural		
286	Jawaharlal Nehru Ss, Lamin	West Jaintia Hills	Amlarem	Rural		

287	Thadlaboh Presbyterian District Secondary School	West Jaintia Hills	Thadlaskein	Rural		
288	Riwar Jaintia Church Of God Secondary School	West Jaintia Hills	Amlarem	Rural		
289	Pdengshkap Secondary School	West Jaintia Hills	Amlarem	Rural		
290	Mukhla Raij Secondary School	West Jaintia Hills	Thadlaskein	Rural		
291	Wahiajer Presbyterian Secondary School	West Jaintia Hills	Thadlaskein	Rural		
292	Lissi Pearl Secondary School	West Jaintia Hills	Thadlaskein	Rural		
293	Lum Assisi Secondary School	West Jaintia Hills	Thadlaskein	Rural		
294	Mang Hai Ryum Secondary School	West Jaintia Hills	Amlarem	Rural		
295	Moodymmmai Secondary School	West Jaintia Hills	Thadlaskein	Rural		
296	Auxilium Secondary School, Saphai	West Jaintia Hills	Laskein	Rural		
297	H.K. Singh Memorial Secondary School	West Jaintia Hills	Thadlaskein	Rural		
298	Q. C. Springside English Secondary School	West Jaintia Hills	Thadlaskein	Rural		
299	Tome Memorial Secondary School	West Jaintia Hills	Thadlaskein	Rural		
300	Jowai Presbyterian Secondary School	West Jaintia Hills	Thadlaskein	Rural		
301	Ches' Stars Secondary School	West Jaintia Hills	Thadlaskein	Rural		

302	Kwor Dolloi Secondary School	West Jaintia Hills	Laskein	Rural		
303	Padu Secondary School	West Jaintia Hills	Amlarem	Rural		
304	Nongbareh Lyntiar Secondary School	West Jaintia Hills	Amlarem	Rural		
305	Lummuroo Secondary School	West Jaintia Hills	Laskein	Rural		
306	Mowtyrshiah Secondary School	West Jaintia Hills	Laskein	Rural		
307	Sunabe Secondary School	West Jaintia Hills	Thadlaskein	Rural		
308	Nephington Laloo M Secondary School	West Jaintia Hills	Thadlaskein	Rural		
309	Krist Syiem Secondary School, Pasyih-Phramer	West Jaintia Hills	Thadlaskein	Rural		
310	H K Singh Memorial Ss	West Jaintia Hills	Jowai	Semi-Urban		
311	Demthring Presbyterian Secondary School	West Jaintia Hills	Thadlaskein	Rural		
312	Kng Hss, Jowai	West Jaintia Hills	Thadlaskein	Rural		
313	Educere Higher Secondary School	East Garo Hills	Samanda	Rural		
314	Trinity Secondary School	East Garo Hills	Samanda	Rural		
315	Rongrengiri Model Secondary School	East Garo Hills	Samanda	Rural		
316	Ferrando Memorial Secondary School	East Garo Hills	Samanda	Rural		

317	Sacred Heart Higher Secondary School, Williamnagar	East Garo Hills		Rural		
318	St. Mary's Secondary School	East Garo Hills	Samanda	Rural		
319	St. Paul's Secondary School	East Garo Hills	Dambo-Rongjeng	Rural		
320	Green Yard Secondary School	East Garo Hills	Samanda	Rural		
321	Loyola Secondary School	East Garo Hills	Samanda	Rural		
322	Mount Penuel Secondary School	East Garo Hills	Samanda	Rural		
323	Holy Family Secondary School	East Garo Hills	Dambo-Rongjeng	Rural		
324	United Rongjeng Higher Secondary School	East Garo Hills	Dambo-Rongjeng	Rural		
325	United Dobu Secondary School	East Garo Hills	Dambo-Rongjeng	Rural		
326	Rombagre Secondary School	West Garo Hills	Rongram	Rural		
327	Rongsakgre Secondary School	East Garo Hills	Samanda	Rural		
328	Gasa English Medium Secondary School	East Garo Hills	Samanda	Rural		
329	Kasturba Gandhi Balika Vidhyalaya School	East Garo Hills	Songsak	Rural		
330	St. George Secondary School	East Garo Hills	Samanda	Rural		
331	St. George Secondary School	East Garo Hills	Rongsak	Rural		

332	Songsak A·gitokgre Higher Secondary School	East Garó Hills	Songsak	Rural		
333	St. Joseph's Secondary School	East Garó Hills	Samanda	Rural		
334	United Songsak Secondary School	East Garó Hills	Songsak	Rural		
335	St. Francis Secondary School	East Garó Hills	Songsak	Rural		
336	Mangsang Secondary School	East Garó Hills	Dambo- Rongjeng	Rural		
337	St. Pauls Secondary School	East Garó Hills	Dambo- Rongjeng	Rural		
338	Bangsi Apal Higher Secondary School	North Garó Hills	Resubelpara	Semi-Urban		
339	Damas Secondary School	North Garó Hills	Resubelpara	Semi-Urban		
340	Sonaram Memorial Secondary School	North Garó Hills	Resubelpara	Semi-Urban		
341	Dilma Apal Secondary School	North Garó Hills	Resubelpara	Semi-Urban		
342	Manikganj Secondary School	North Garó Hills	Resubelpara	Semi-Urban		
343	Mendipathar Secondary School	North Garó Hills	Resubelpara	Semi-Urban		
344	St. Thomas Higher Secondary School	North Garó Hills	Resubelpara	Semi-Urban		
345	Rev. Ramke Secondary School	North Garó Hills	Resubelpara	Semi-Urban		
346	Bajengdoba Higher Secondary School	North Garó Hills	Bajengdoba	Rural		

347	Salnaram Secondary School	North Garo Hills	Bajengdoba	Rural		
348	Riverside Adventist Academy	North Garo Hills	Bajengdoba	Rural		
349	Kristo Joyti Secondary School	North Garo Hills	Bajengdoba	Rural		
350	Pringprang Secondary School	North Garo Hills	Bajengdoba	Rural		
351	Achotchonggre Secondary School	North Garo Hills	Resubelpara	Semi-Urban		
352	Don Bosco Higher Secondary School	North Garo Hills	Bajengdoba	Rural		
353	Dr. Radhakrishnan Memorial Secondary School	North Garo Hills	Bajengdoba	Rural		
354	Raja Apal Secondary School	North Garo Hills	Resubelpara	Semi-Urban		
355	Resubelpara Girls' Higher Secondary School	North Garo Hills	Resubelpara	Semi-Urban		
356	Daram Union Secondary School	North Garo Hills	Resubelpara	Semi-Urban		
357	Montfort Secondary School	North Garo Hills	Resubelpara	Semi-Urban		
358	Paschal Secondary School	North Garo Hills	Resubelpara	Semi-Urban		
359	St. Paul Public School	North Garo Hills	Resubelpara	Semi-Urban		
360	Mendima Secondary School	North Garo Hills	Resubelpara	Semi-Urban		
361	Christ King Secondary School	North Garo Hills	Kharkutta	Rural		

362	Omed Memorial Secondary School	North Garo Hills	Kharkutta	Rural		
363	United Baksalpara Secondary School	North Garo Hills	Kharkutta	Rural		
364	Depa Secondary School	North Garo Hills	Resubelpara	Semi-Urban		
365	St. Xavier's Secondary School	North Garo Hills	Adokgre	Rural		
366	Adokgiri Secondary School	North Garo Hills	Adokgre	Rural		
367	St. Andrew English Secondary School	North Garo Hills	Adokgre	Rural		
368	Thapa Khantolguri Secondary School	North Garo Hills	Adokgre	Rural		
369	United Soenang Secondary School	North Garo Hills	Adokgre	Rural		
370	Chokpot Higher Secondary School	South Garo Hills	Chokpot	Rural		
371	Mount Carmel Secondary School	South Garo Hills	Chokpot	Rural		
372	Silkigiri Secondary School	South Garo Hills	Chokpot	Rural		
373	St. Thomas Secondary School	South Garo Hills	Chokpot	Rural		
374	St. Mathew's Secondary School	South Garo Hills	Chokpot	Rural		
375	Rongrikimgiri Secondary School	South Garo Hills	Chokpot	Rural		
376	Sibbari Secondary School	South Garo Hills	Gasuapara	Rural		

377	Don Bosco Higher Secondary School	South Garo Hills	Baghmara	Semi-Urban		
378	Kasturba Gandhi Balika Vidhyalaya School	South Garo Hills	Baghmara	Semi-Urban		
379	Rangasora Secondary School	South Garo Hills	Rongara	Rural		
380	Pioneers' Secondary School	South Garo Hills	Baghmara	Semi-Urban		
381	Rangku Memorial Girls' Secondary School	South Garo Hills	Baghmara	Semi-Urban		
382	United Baptist Secondary School	South Garo Hills	Baghmara	Semi-Urban		
383	Bethel Academy	South Garo Hills	Baghmara	Semi-Urban		
384	Karukol Secondary School	South Garo Hills	Baghmara	Semi-Urban		
385	St. John's Secondary School	South Garo Hills	Baghmara	Semi-Urban		
386	All Saints Secondary School	South Garo Hills	Rongara	Rural		
387	Moheskhola Secondary School	South Garo Hills	Rongara	Rural		
388	Rongara Secondary School	South Garo Hills	Rongara	Rural		
389	Warima Secondary School	South Garo Hills	Rongara	Rural		
390	Gasuapara Secondary School	South Garo Hills	Gasuapara	Rural		
391	Ascension School	South Garo Hills	Gasuapara	Rural		

392	Pathar Gittim Secondary School	South Garo Hills	Baghmara	Semi-Urban		
393	Rongsa Awe Aban Memorial Secondary School	South Garo Hills	Baghmara	Semi-Urban		
394	Seroni Nengminja Secondary School	South Garo Hills	Baghmara	Semi-Urban		
395	St. Francis De Sales Secondary School	South Garo Hills	Baghmara	Semi-Urban		
396	Ashugre Secondary School	South Garo Hills	Chokpot	Rural		
397	Ganchikalak Secondary School	South Garo Hills	Chokpot	Rural		
398	Mibonpara Secondary School	South Garo Hills	Chokpot	Rural		
399	Garobadha Higher Secondary School	South West Garo Hills	Rerapara	Rural		
400	Nirupama Memorial Secondary School	South West Garo Hills	Rerapara	Rural		
401	Rangsakona Higher Secondary School	South West Garo Hills	Betasing	Rural		
402	Damalgre Secondary School	South West Garo Hills	Betasing	Rural		
403	St. Dominic Savio Higher Secondary School	South West Garo Hills	Betasing	Rural		
404	United Mukdangra Secondary School	South West Garo Hills	Purakhasia	Rural		

405	Modern Secondary School	South West Garo Hills	Rerapara	Rural		
406	Ampati Deficit Upper Primary Upgraded School	South West Garo Hills	Betasing	Rural		
407	Garudachal Vidyapeeth Secondary School	South West Garo Hills	Betasing	Rural		
408	Mothers' Union Secondary School	South West Garo Hills	Betasing	Rural		
409	St. Claret Secondary School	South West Garo Hills	Betasing	Rural		
410	Sulguri Secondary School	South West Garo Hills	Betasing	Rural		
411	Blue Horizon Secondary School	South West Garo Hills	Betasing	Rural		
412	Kasturba Gandhi Balika Vidhyalaya School	South West Garo Hills	Betasing	Rural		
413	St. Anne's Secondary School	South West Garo Hills	Betasing	Rural		
414	Kalaipara Secondary School	South West Garo Hills	Zikzak	Rural		
415	Good Shepherd Secondary School	South West Garo Hills	Zikzak	Rural		
416	Nogorpara Secondary School	South West	Zikzak	Rural		

		Gar Hills				
417	Mahendraganj Higher Secondary School	South West Gar Hills	Zikzak	Rural		
418	Capt W.A. Sangma Memorial Secondary School	South West Gar Hills	Zikzak	Rural		
419	Babelapara Higher Secondary School	South West Gar Hills	Purakhasia	Rural		
420	Chengapara Secondary School	South West Gar Hills	Purakhasia	Rural		
421	Garudachal Vidyapith Secondary School	South West Gar Hills	Betasing	Rural		
422	Monabari Higher Secondary School	South West Gar Hills	Betasing	Rural		
423	Mellim Higher Secondary School	South West Gar Hills	Betasing	Rural		
424	Okkapara Secondary School	South West Gar Hills	Betasing	Rural		
425	Soudarion Secondary School	South West Gar Hills	Rerapara	Rural		
426	Mahindraganj Hss	South West Gar Hills		Rural		
427	St. Francis De Sales Secondary School	South West Gar Hills	Rerapara	Rural		

428	Sacred Heart Secondary School, Dalu	West Garo Hills		Rural		
429	Mothers' Union Secondary School	West Garo Hills	Tura	Semi-Urban		
430	Aeroville Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
431	Embee Rosebud Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
432	Hill View Secondary School	West Garo Hills	Tura	Semi-Urban		
433	Montfort Centre For Education	West Garo Hills	Tura	Semi-Urban		
434	New Tura Secondary School	West Garo Hills	Tura	Semi-Urban		
435	Sherwood School	West Garo Hills	Tura	Semi-Urban		
436	St. Luke Secondary School	West Garo Hills	Tura	Semi-Urban		
437	Green Valley Secondary School	West Garo Hills	Tura	Semi-Urban		
438	Pechon A Sangma Memorial Police Public Secondary School	West Garo Hills	Tura	Semi-Urban		
439	Tura Town Bengalee Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
440	Tura Hindi Secondary School	West Garo Hills	Tura Urban Area	Semi-Urban		
441	Akonggiri Secondary School	West Garo Hills	Tura	Semi-Urban		
442	Casarina Public School	West Garo Hills	Tura Urban Area	Semi-Urban		

443	Leads Secondary School	West Garo Hills	Tura	Semi-Urban		
444	Little Flower Secondary School	West Garo Hills	Tura	Semi-Urban		
445	St. Mary's Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
446	Stephen Memorial Secondary School	West Garo Hills	Tura	Semi-Urban		
447	Garo Union Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
448	Christian Girls' Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
449	Auxilium Secondary School	West Garo Hills	Tura	Semi-Urban		
450	Christian Boys' Secondary School	West Garo Hills	Tura	Semi-Urban		
451	Don Bosco Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
452	St. Xavier's Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
453	Hawakhana Higher Secondary School	West Garo Hills	Tura	Semi-Urban		
454	Mount Sinai Secondary School	West Garo Hills	Tura	Semi-Urban		
455	Mother Camino Secondary School	West Garo Hills	Tura	Semi-Urban		
456	Don Bosco Alumni Secondary School	West Garo Hills	Rongram	Rural		
457	Don Bosco Secondary School	West Garo Hills	Dadenggre	Rural		

458	St. Joseph's Secondary School	West Garo Hills	Dalu	Rural		
459	Sacred Heart Higher Secondary School	West Garo Hills	Dalu	Rural		
460	St. Peter's Secondary School	West Garo Hills	Dalu	Rural		
461	Kherapara Secondary School	West Garo Hills	Selsella	Rural		
462	Zekabari Higher Secondary School	West Garo Hills	Dalu	Rural		
463	Selsella Higher Secondary School	West Garo Hills	Selsella	Rural		
464	Bhaitbari Higher Secondary School	West Garo Hills	Phulbari	Rural		
465	Jawaharlal Nehru Higher Secondary School	West Garo Hills	Phulbari	Rural		
466	Shyamnagar Higher Secondary School	West Garo Hills	Selsella	Rural		
467	St. Francis Secondary School	West Garo Hills	Demdema	Rural		
468	New Model Secondary School	West Garo Hills	Selsella	Rural		
469	St. John Mary Vianney Higher Secondary School	West Garo Hills	Selsella	Rural		
470	E.V.G. Memorial Secondary School	West Garo Hills	Tura	Semi-Urban		
471	Williampur Secondary School	West Garo Hills	Williampur	Rural		
472	Janapriya Higher Secondary School	West Garo Hills	Phulbar	Rural		

473	Paragon English Secondary School	West Garo Hills	Tikrikilla	Rural		
474	Tikrikilla Higher Secondary School	West Garo Hills	Tikrikilla	Rural		
475	Don Bosco Higher Secondary School, Tikrikilla	West Garo Hills	Tikrikilla	Rural		
476	Kristu Jyoti Secondary School	West Garo Hills	Tikrikilla	Rural		
477	Pedaldoba Secondary School	West Garo Hills	Tikrikilla	Rural		
478	St. Michael's Secondary School	West Garo Hills	Tikrikilla	Rural		
479	Raksamgre Secondary School	West Garo Hills	Rongram	Rural		
480	St. Anthonys Higher Secondary School	West Garo Hills	Rongram	Rural		
481	Providence Secondary School	West Garo Hills	Rongram	Rural		
482	Rongram Higher Secondary School	West Garo Hills	Rongram	Rural		
483	Asanang Secondary School	West Garo Hills	Rongram	Rural		
484	St. John's Secondary School	West Garo Hills	Rongram	Rural		
485	A B Sarkar Girls Secondary School, Chininang	West Garo Hills	Selsella	Rural		
486	Khasi Jaintia National Government Upper Primary School	East Khasi Hills	Shillong Municipal And Cantt.	Urban		
487	NONGKREM PRES. SECONDARY SCHOOL	East Khasi Hills	Mawryngkneng C&Rd Block	Rural		

488	Aguragre Secondary School (Ssa)	West Garo Hills	Rongram	Rural		
489	Tura Public School-Tura	West Garo Hills	Tura Urban Area	Semi-Urban		
490	Kasturba Gandhi Balika Vidyalaya	West Garo Hills	Rongrang	Rural		
491	Kasturba Gandhi Balika Vidyalaya	West Garo Hills	Selsella	Rural		
492	Jowai Public School	West Jaintia Hills	Thadlaskein	Rural		
493	Kasturba Gandhi Balika Vidyalaya	South West Garo Hills	Petasing	Rural		
494	Kasturba Gandhi Balika Vidyalaya	South West Garo Hills	Petasing	Rural		
495	Kasturba Gandhi Balika Vidyalaya	South West Garo Hills	Zikzak	Rural		
496	Asorphi Academy Higher Secondary School	East Khasi Hills	Pynursla	Rural		
497	Bahitbari Higher Secondary School	West Garo Hills	Selsella	Rural		
498	J N Higher Secondary School	West Garo Hills	Demdema	Rural		
499	K J P Synod Mihngi Higher Secondary School	West Jaintia Hills	Jowai	Semi-Urban		
500	Khliehriat Higher Secondary School	East Jaintia Hills	Khliehriat	Rural		
501	Mairang Presbyterian Hr Sec School	Eastern West Khasi Hills	Mairang	Semi-Urban		

502	Modern Academy Hr Sec School	South West Khasi Hills	Mawkyrwat	Rural		
503	Nongthymmai Nepali Hr Sec School	East Khasi Hills	Shillong Manucipal	Urban		
504	R K Mission Hr Sec School	East Khasi Hills	Sohra C&Rd Block	Rural		
505	Nivedita Govt. Aided Girls' Secondary School	West Garo Hills	Tura Urban Area	Semi-Urban		
506	Chengkom Medik Govt. Aided Secondary School	South West Garo Hills	Betasing	Rural		
507	Silchang Agal U.P. And Lp School	East Garo Hills	Rongjeng	Rural		
508	Mawphlang Govt. Ups	East Khasi Hills	Mawphlang	Rural		
509	Diengpasoh Govt. Lp School	East Khasi Hills	Mawryngkneng	Rural		
510	Lawbyrtun Govt Lps & Ups	Eastern West Khasi Hills	Mawthadraishan	Rural		
511	Umling Goverment Up School	Ri Bhoi	Umling	Rural		
512	Laitkseh Govt Ups	West Khasi Hills	Nongstoin	Semi-Urban		
513	Barato Govt Ups	West Jaintia Hills	Laskein	Rural		
514	Maitdein Ssa Ups	West Jaintia Hills	Laskein	Rural		
515	Shilliangmyntang Pres Ups	West Jaintia Hills	Laskein	Rural		

516	Wahiajer Govt Ups	West Jaintia Hills	Thadlaskein	Rural		
517	Durama Wagigitok U.P.S.	South Garo Hills	Chokpot	Rural		
518	Paulpara Ups	South West Garo Hills	Zikzak	Rural		
519	Vakdagra Ssa Ups	South West Garo Hills	Zikzak	Rural		
520	Mawlaiteng Govt. Ups	East Khasi Hills	Myllem	Rural		
521	Tirot Singh Memorial Govt. Ups	Eastern West Khasi Hills	Mairang	Semi-Urban		
522	Sngimawlein Govt. Ups	South West Khasi Hills	Mawkyrwat	Rural		
523	Langrin Govt. Ups	South West Khasi Hills	Langrin	Rural		
524	Nongbah Govt. Ups	West Jaintia Hills	Thadlaskein	Rural		
525	Mookaiaw Govt Ups	West Jaintia Hills	Laskein	Rural		
526	Tarangblang Govt Ups	West Jaintia Hills	Amlarem	Rural		
527	Saipung Govt Ups	West Jaintia Hills	Khliehriat	Rural		
528	Tep Kyndait Govt. Ups	East Jaintia Hills	Khliehriat	Rural		
529	Boldamgiri Govt. Ups	South West	Betasing	Rural		

		Gar Hills				
530	Chotpot Govt Ups	South Gar Hills	Baghmara	Semi-Urban		
531	Rongrenggre Secondary School	East Gar Hills	Samanda	Rural		
532	N. Zaman Memorial Secondary School	West Gar Hills	Selsella-170101	Rural		
533	Rajabala Girls' Higher Secondary School	West Gar Hills	Selsella-170101	Rural		
534	St. George Sec. School	East Gar Hills	Samanda- 170203	Rural		
535	Salem Higher Secondary School	East Khasi Hills	Mawryngkneng- 170603	Rural		
536	Shillong Public Ss	East Khasi Hills	Shillong Municipal And Cantt.-170609	Urban		
537	Pine Mount School	East Khasi Hills	Shillong Municipal And Cantt.-170609	Urban		
538	St. Xavier's Hss , Tura	West Gar Hills	Tura Urban Area-170107	Semi-Urban		
539	St. Claret Hss, Ampati	South West Gar Hills	Ampati	Rural		
540	Umkiang Ss, Umkiang	East Jaintia Hills	Lumshnong	Semi-Urban		
541	Chiehruphi Secondary School, Chiehruphi	East Jaintia Hills	Lumshnong	Rural		
542	Wapung Secondary School, Wapung	East Jaintia Hills	Wapung	Rural		
543	K.B. Memorial Secondary School, Wapung	East Jaintia Hills	Wapung	Rural		

544	Narpuh Modern Secondary School, Umkiang	East Jaintia Hills	Lumshnong	Rural		
545	Divine Word Secondary School, Lumshnong	East Jaintia Hills	Lumshnong	Semi-Urban		
546	Jaintia Eastern Hss, Khliehriat	East Jaintia Hills	Wapung	Semi-Urban		
547	Musniang Secondary School	East Jaintia Hills	Wapung	Urban		
548	Evermore Secondary School	East Jaintia Hills	Wapung	Rural		
549	Sabakhthani Secondary School	East Jaintia Hills	Wapung	Rural		
550	Little Star Secondary School	East Jaintia Hills	Wapung	Rural		
Buffer Schools						
551	Ambrose Memorial Secondary School	East Jaintia Hills	Wapung	Rural		
552	Dkhiah East Secondary School	East Jaintia Hills	Wapung	Rural		
553	Khatsoo Ripnar Brightstar Secondary School	East Jaintia Hills	Wapung	Rural		
554	Byndihati Secondary School	East Jaintia Hills	Wapung	Rural		
555	Tlüh Secondary School	East Jaintia Hills	Saipung	Rural		
556	Holy Trinity Secondary School	East Jaintia Hills	Saipung	Rural		
557	Lumjingshai Secondary School	East Jaintia Hills	Saipung	Rural		
558	Kyndong Tuber Secondary School	East Jaintia Hills	Wapung	Rural		

559	Sohkymphor Secondary School	East Jaintia Hills	Wapung	Rural		
560	Tia Chaphrang Secondary School	East Jaintia Hills	Wapung	Rural		
561	St. Claret Secondary School	East Jaintia Hills	Laskein	Rural		

Note:

1: During the initial site visit for each school, the Service Provider shall **incorporate** the school's UDISE+ code against the physical site, record GPS coordinates of the actual installation location, and upload both to the PMIS dashboard. Any discrepancy between the school list data and physical site shall be reported to MBMA and TPA within 48 hours for resolution.

2: The Service Provider shall assess and incorporate the Connectivity Tier for each school based on the applicable connectivity availability and classification criteria, in accordance with Clause 60.

93. List of 65 CMYCs

Quantity Required: 1 Smart TV Per centre

Sl No.	Name of District	Sl. No	Name of C & RD Block	CMYC Centres
1	East Khasi Hills District	1	Myllem C & RD Block	Baniun
		2	Mawsynram C & RD Block	Langsymphut
		3	Shella-Bholaganj C & RD Block	Shella main
		4	Pynursla C & RD Block	Wahlyngkhat
		5	Mawryngkneng C & RD Block	Smit
		6	Mawphlang C & RD Block	Nongwah
		7	Mawphlang C & RD Block	Sunei
		8	Mawkynrew C & RD Block	Thangsning
		9	Khatarshnong-Laitkroh C & RD Block	Madanlyngkhi
		10		Sohrarim
		11	Sohiong C & RD Block	Umsaw football stadium
		12	Mawpat C & RD Block	Lapalang
		13	Mawlai C & RD Block	Yet to be identified by Sports Sub-PMU
2	West Garo Hills District	14	Dalu C & RD Block	Yet to be identified by Sports Sub-PMU

		15	Selsella C & RD Block	Selsela
		16	Rongram C & RD Block	Baljek Agal
		17	Rongram C & RD Block	Silchotchiggre
		18	Rongram C & RD Block	Babadam
		19	Rongram C & RD Block	Chibra Agal
		20	Dadenggre C & RD Block	Dadenggre
		21	Tikrikilla C & RD Block	Nagorgaon
		22	Gambegre C & RD Block	Doldegre
		23	Demdema C & RD Block	Demdema
		24	Batabari C & RD Block	Batabari
3	West Khasi Hills District	25	Nongstoin C & RD Block	Yet to be identified by Sports Sub-PMU
		26	Mawshynrut C & RD Block	Yet to be identified by Sports Sub-PMU
		27	Rambrai C & RD Block	Yet to be identified by Sports Sub-PMU
		28	Ri-Muliang C & RD Block	Yet to be identified by Sports Sub-PMU
		29	Shallang C & RD Block	Yet to be identified by Sports Sub-PMU
4	East Garo Hills District	30	Dambo Rongjeng C & RD Block	Naringgre Songma
		31	Songsak C & RD Block	Yet to be identified by Sports Sub-PMU
		32	Samanda C & RD Block	Rangmal Badim
		33	Samanda C & RD Block	Dolwarigre
		34	Samanda C & RD Block	Rongsak Songma
5	West Jaintia Hills District	35	Thadlaskein C & RD Block	BDO Office
		36	Laskein C & RD Block	Shangpung
		37	Laskein C & RD Block	Pasyih
		38	Amlarem C & RD Block	Jarain
		39	Namdong C & RD Block	Namdong
6	South Garo Hills District	40	Baghmara C & RD Block	Yet to be identified by Sports Sub-PMU
		41	Chokpot C & RD Block	Yet to be identified by Sports Sub-PMU
		42	Ronggara C & RD Block	Yet to be identified by Sports Sub-PMU
		43	Gasuapara C & RD Block	Yet to be identified by Sports Sub-PMU
		44	Siju C & RD Block	Yet to be identified by Sports Sub-PMU
7	Ri Bhoi District	45	Umsning C & RD Block	Yet to be identified by Sports Sub-PMU
		46	Umling C & RD Block	Saiden
		47	Umling C & RD Block	Umling
		48	Jirang C & RD Block	Jirang Sports Complex
		49	Bhoirymbong C & RD Block	Umktieh Nongshiliang
		50	Mawhati C & RD Block	Mawhati Sports Association Stadium

8	North Garo Hills District	51	Resubelpara C&RD Block	Yet to be identified by Sports Sub-PMU
		52	Kharkutta C&RD Block	Yet to be identified by Sports Sub-PMU
		53	Bajengdoba C&RD Block	Yet to be identified by Sports Sub-PMU
		54	Adokgre C&RD Block	Yet to be identified by Sports Sub-PMU
9	South West Garo Hills District	55	Betasing C & RD Block	Sulguri
		56	Zikzak C & RD Block	Yet to be identified by Sports Sub-PMU
		57	Damalgre C & RD Block	Yet to be identified by Sports Sub-PMU
		58	Purakhasia C & RD Block	Yet to be identified by Sports Sub-PMU
10	East Jaintia Hills District	59	Wapung C & RD Block	Iongkaluh Village
		60	Saipung C & RD Block	Tluh village
		61	Lumshnong C & RD Block	Kuliang village
11	South West Khasi Hills District	62	Ranikor C & RD Block	BNRGSK Ranikor AEC Building
		63	Mawkyrwat C & RD Block	Mawlangwir
12	Eastern West Khasi Hills District	64	Mawthadraishan C & RD Block	Nongkasen
		65	Mairang C & RD Block	Nongkhlaw

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) “Priced Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;
- (h) “Employer” means the party who employs the Service Provider;
- (i) “Employer’s Personnel” means all staff, labor and other employees of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer to the Service provider;
- (j) “ES” means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

- (k) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (l) “GCC” means these General Conditions of Contract;
- (m) “Government” means the Government of the Employer’s Country;
- (n) “Local Currency” means the currency of the country of the Employer;
- (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (p) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (q) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (r) “Service Provider’s Personnel” means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (t) “Specifications” means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;
- (u) “Services” means the work to be performed by the Service Provider pursuant to the Contract;
- (v) “Sexual Exploitation and Abuse” “(SEA)” means the following:
Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

- (w) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;
- (x) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Bank Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not

complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the

Service Provider may immediately issue a 14-day termination notice.

**2.6.4 Payment
upon
Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Priced Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
 - (i) the procedures to establish and maintain a safe working environment;
 - (ii) the procedures for prevention, preparedness and response activities to be implemented in the case

of an emergency event (i.e. an unanticipated incident, arising from natural or man-made hazards);

(iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Employer's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider's Actions Requiring Employer's Prior Approval** The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
 - (c) changing the Program of activities; and
 - (d) any other action that may be **specified in the SCC**.
- Submission by the Contractor for the Employer's approval, for addition of any Subcontractor not named in the Contract, shall also include, if applicable, the Subcontractor's declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

If stated in the SCC, the reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation

If applicable, the Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents **as specified in the SCC**; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall, if applicable, also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a

copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.

As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the formats stipulated by the Employer in the **SCC**, or in another format acceptable to the Employer.

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

3.12 Code of Conduct

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

3.13 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

3.14 Security of the Site

Unless stated otherwise in the SCC, the Service Provider shall be responsible for the security at the locations in the Employer's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required in the SCC, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the locations in the Employer's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

3.15 Protection of the Environment

As applicable, the Service Provider shall take all necessary measures to:

- i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and
- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

3.16 Cyber Security

Pursuant to the SCC, the Service Provider, including its Subcontractors/suppliers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Service Provider, including its Subcontractors/ suppliers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

3.17 Cultural Heritage Findings

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:
 - (i) persists in any misconduct or lack of care;
 - (ii) carries out duties incompetently or negligently;
 - (iii) fails to comply with any provision of the Contract;
 - (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
 - (vi) has been recruited from the Employer's Personnel;
 - (vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action

shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3 Service Provider's Personnel

Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

Persons in the Service of Employer

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Facilities for Service Provider's Personnel

If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).

Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price payable in Indian Rupees is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$
- Where:
- P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid at the per day rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:

- (a) For contracts with foreign Service Providers:
unless otherwise specified in the SCC; the dispute shall be finally settled under the Rules of Arbitration of the

International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and

- (b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

GCC 8.3(a) SLA
Performance
Lock

The following minimum performance standards shall apply throughout Phase 4, i.e., the O&M period:

- **System uptime:** At least 95% per school per month, measured as hours system operational divided by total scheduled operating hours $\times 100$.
- **Alternative-connectivity schools:** At least 90% uptime.
- **Hardware MTTR — Class 1:** Critical failures, including TV and STB, to be rectified within 48 hours.
- **Hardware MTTR — Class 2:** Non-critical failures, including peripherals, to be rectified within 72 hours.
- **Connectivity MTTR:** Within 24 hours for standard schools and within 48 hours for alternative-connectivity schools.
- **Live session delivery:** At least 90% of timetabled sessions per school per month.

Classroom Dashboard: Daily report to be available by 8:00 PM on each school day and weekly consolidated report by Monday 8:00 AM.

**GCC 8.3(b) —
Alternative
Connectivity**

For up to 50 schools designated by DERT as Alternative-Connectivity Schools, where terrestrial connectivity is unserviceable, the following provisions shall apply:

- **Alternative solution:** The Service Provider shall propose and implement an alternative connectivity solution, such as VSAT, satellite, mesh or other suitable technology, within 60 days of DERT's designation.
- **Incremental cost sharing:** The incremental cost of alternative connectivity over and above the base connectivity unit rate in the Priced Activity Schedule shall be shared equally, i.e., 50:50, between DERT and the Service Provider.

Applicable standards: Uptime and MTTR standards for Alternative-Connectivity Schools shall be as specified in SCC GCC 8.3(a).

**GCC 8.3(c) —
PMIS
Requirements**

The PMIS shall be fully operational by T+3 and shall, at a minimum, include the following capabilities:

- Real-time school-wise uptime dashboard.
- Session delivery tracking and attendance/viewership proxy.
- Maintenance ticket management with MTTR tracking.
- LD self-calculation module.
- DERT access with view-only rights to all dashboards.
- District-level and school-level drill-down.
- Export to Excel/PDF for the Quarterly Payment Package.

The PMIS shall be hosted on Indian servers, and data shall not be transferred outside India.

**GCC 8.3(d) —
Technology
Refresh**

At T+24, i.e., end of Year 2, and/or T+36, i.e., end of Year 3, DERT may direct a Technology Refresh of school-end equipment at any or all schools where the existing equipment no longer meets the minimum specifications in Section VII, as updated by DERT.

- **Implementation timeline:** The Service Provider shall implement directed Technology Refreshes within 60 days of DERT's written instruction.
- **Cost responsibility:** The cost of Technology Refresh shall be borne by the Service Provider as part of the fixed O&M lump sum.

Change in DERT requirements: Where the refresh is directed solely due to a change in DERT's requirements beyond the original Section VII specifications, the cost shall be agreed separately.

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is 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;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract														
1.1	Meghalaya i-Learning is a project that aims to connect schools with technology-enabled teaching so that students can access better-quality lessons and teachers can receive support through digital platforms. The following additional defined terms apply throughout this Contract: <table border="1" data-bbox="435 653 1409 1864"> <thead> <tr> <th data-bbox="435 653 634 688">Term</th><th data-bbox="639 653 1409 688">Definition</th></tr> </thead> <tbody> <tr> <td data-bbox="435 695 634 1052">BOOT</td><td data-bbox="639 695 1409 1052">Build, Own, Operate and Transfer — the delivery model under this Contract whereby the Service Provider finances, builds, owns and operates the i-Learning infrastructure during the Contract term and transfers all assets to DERT at T+48 in the condition specified in Section VII, at no additional cost to DERT. The Service Provider shall bear all financing, ownership and asset risk throughout the Contract term. All assets shall be free of any encumbrance (lien, mortgage, charge, hypothecation or third-party interest) at the time of transfer to DERT.</td></tr> <tr> <td data-bbox="435 1058 634 1241">Content Production Studio</td><td data-bbox="639 1058 1409 1241">A fully equipped broadcast-grade studio complex (main studio + control room + edit suite) established by the Service Provider at each of the three studio locations, capable of producing and transmitting live and recorded educational content</td></tr> <tr> <td data-bbox="435 1247 634 1423">School-End Equipment</td><td data-bbox="639 1247 1409 1423">All hardware and connectivity equipment installed at each school location, including (without limitation) LED/interactive TVs, media players/STBs, UPS units, network/CPE equipment and associated cabling, per the equipment schedule in Section VII</td></tr> <tr> <td data-bbox="435 1430 634 1570">PMIS</td><td data-bbox="639 1430 1409 1570">Project Management Information System — the web/mobile platform to be deployed and maintained by the Service Provider for real-time monitoring of system uptime, session delivery, maintenance tickets and SLA compliance</td></tr> <tr> <td data-bbox="435 1577 634 1717">Classroom Dashboard</td><td data-bbox="639 1577 1409 1717">The automated daily/weekly digital report generated by the PMIS showing operational status of each school classroom, session delivery data and fault status, to be accessible to DERT and district education offices</td></tr> <tr> <td data-bbox="435 1724 634 1864">SLA</td><td data-bbox="639 1724 1409 1864">Service Level Agreement — Schedule A to this Contract, which sets out the performance standards, measurement methodology, reporting obligations and LD rates applicable to the Service Provider's operations</td></tr> </tbody> </table>	Term	Definition	BOOT	Build, Own, Operate and Transfer — the delivery model under this Contract whereby the Service Provider finances, builds, owns and operates the i-Learning infrastructure during the Contract term and transfers all assets to DERT at T+48 in the condition specified in Section VII, at no additional cost to DERT. The Service Provider shall bear all financing, ownership and asset risk throughout the Contract term. All assets shall be free of any encumbrance (lien, mortgage, charge, hypothecation or third-party interest) at the time of transfer to DERT.	Content Production Studio	A fully equipped broadcast-grade studio complex (main studio + control room + edit suite) established by the Service Provider at each of the three studio locations, capable of producing and transmitting live and recorded educational content	School-End Equipment	All hardware and connectivity equipment installed at each school location, including (without limitation) LED/interactive TVs, media players/STBs, UPS units, network/CPE equipment and associated cabling, per the equipment schedule in Section VII	PMIS	Project Management Information System — the web/mobile platform to be deployed and maintained by the Service Provider for real-time monitoring of system uptime, session delivery, maintenance tickets and SLA compliance	Classroom Dashboard	The automated daily/weekly digital report generated by the PMIS showing operational status of each school classroom, session delivery data and fault status, to be accessible to DERT and district education offices	SLA	Service Level Agreement — Schedule A to this Contract, which sets out the performance standards, measurement methodology, reporting obligations and LD rates applicable to the Service Provider's operations
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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract	
	Technology Refresh	The planned mid-contract upgrade of school-end equipment as specified in Section VII Clause 6.7, to be carried out at T+24 and/or T+36 as directed by DERT
	LD	Liquidated Damages — amounts deductible by DERT from payments due to the Service Provider upon failure to achieve the performance standards specified in the SLA and this Contract
	Performance Security	The unconditional bank guarantee(s) to be furnished by the Service Provider per SCC GCC 3.9
	Quarterly Payment Package	The five-document bundle required for each quarterly O&M payment per SCC GCC 6.4: (1) SLA Performance Report; (2) LD Self-Assessment; (3) Current Quarter Staffing Actuals; (4) Next Quarter Staffing Deployment Plan; (5) PMIS Data Export
	Alternative-Connectivity School	A school designated in Appendix [X] (or subsequently by DERT) as a school where terrestrial connectivity is not feasible and an alternative technology (VSAT/satellite/mesh) has been approved per SCC GCC 8.3(b)
	Asset Encumbrance	Any mortgage, hypothecation, pledge, charge, lien or other third-party interest created over any asset forming part of the i-Learning infrastructure installed under this Contract. Asset Encumbrance is prohibited under this Contract — see SCC Clause [Z].
	DERT	Directorate of Educational Research and Training, Government of Meghalaya — the Employer under this Contract
	Intended Completion Date (ICD)	T+48 months from the date of Contract Effectiveness (T)
	School Acceptance Certificate (SAC)	The certificate issued by DERT to the Service Provider upon satisfactory completion of installation and commissioning at a school, per the 6-step Joint Inspection mechanism in SCC New Clause [X]
	CPI-IW	Consumer Price Index — Industrial Workers, as published monthly by the Labour Bureau of India
1.1(a)	The Adjudicator shall be mutually agreed upon and finalized by the Employer and the successful Bidder prior to signing of the Contract. <i>If the parties fail to agree on an Adjudicator within 30 days of contract signing, the Adjudicator shall be appointed by the President of the Indian Council of Arbitration upon written request by either party.</i>	

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The contract name is <i>Meghalaya I Learning Project (Livestream and Studio)</i>
1.1(h)	The Employer is <i>Meghalaya Basin Management Agency</i>
1.1(m)	The Government means the Government of India.
1.1(n)	The Local Currency means Indian Rupee.
1.1(o)	The Member in Charge is _____
1.1(q)	The Service Provider is _____
1.1(y)	The following is inserted as a new sub-clause 1.1(y): <i>“1.1(y) Site” means all locations where Services are to be provided, including: (i) the three (3) Content Production Studios (Shillong, Tura, and a metro city location to be agreed within T+1 month of contract effectiveness); and (ii) all school premises and all 65 Chief Minister Youth Clubs (CMYCs) centres across Meghalaya where school-end equipment is to be installed, the list of which is set out in Section VII under Part 95, 96 & 97 of the scope of services, as may be updated from time to time per GCC 2.4.</i> Substitution of schools does not require a formal variation under GCC 2.4. MBMA written approval within 5 working days of the Service Provider's substitution request is sufficient.
1.2	The following is inserted as a new paragraph at the end of the existing clause: <i>“Salient features of major labour and other laws that are normally applicable in India are given as Appendix J to these General Conditions of Contract.</i> 1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in India, when (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or (b) 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, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.”

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.2	The Applicable Law is: Laws of Union of India
1.3	The language is English
1.4	The addresses are: Employer: <u>Meghalaya Basin Management Agency (MBMA)</u> Attention: <u>Shri. Vijay Kumar Mantri, IAS</u> Email: <u>mpowerprocurement.mbma@gmail.com</u> Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____ Email: _____
1.6	The Authorized Representatives are: For the Employer: <u>Shri. Vijay Kumar Mantri, IAS</u> For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is <i>from the date of signing of the contract</i> <i>[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Sub-Clause 6.4), etc.]</i>
2.2.1	The existing sub-clause ‘2.2.1 Program’ is modified as follows: “2.2.1 Program The Service Provider shall submit a detailed Program within 15 (fifteen) days of Contract effectiveness (T+15 days). The Program shall include: Gantt chart with milestones per the Phase structure in SCC GCC 6.4; ES management plan; staffing deployment schedule; equipment procurement and delivery schedule; and PMIS implementation plan. The Program requires DERT's written approval before commencement of Phase 2 activities
2.2.2	The Starting Date for the commencement of Services is within 15 days from the date of signing of the contract i.e. [redacted] [date].

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is _____ [date]. <i>[If different dates are specified for completion of the Services (milestones), these dates should be listed here]</i>
2.4.1	Provisions related to Value Engineering do not apply
2.6.1	The existing sub-clause ‘2.6.1(b) is replaced with the following: “2.6.1(b) if the Service Provider become insolvent or bankrupt, or goes into liquidation other than for a reconstruction or amalgamation;”
2.6.4(a)	The existing sub-clause 2.6.4(a) is replaced with the following: “remuneration pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source [TDS] as per applicable law, prior to the effective date of termination;”
3.1	“health and safety manual is not required
3.2.3	The following new sub-clauses 3.2.3(b) and 3.2.3(c) are inserted after existing clause which is numbered as sub-clause 3.2.3(a): “3.2.3(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract. 3.2.3(c) after the termination of this Contract, such other activities as may be specified in the SCC .
3.2.3(c)	Activities prohibited after termination of this Contract are: After the termination of this Contract, the Service Provider and its Subcontractors shall not undertake any activity that would result in a conflict of interest with respect to the services performed under this Contract, including using or disclosing any confidential information obtained during the performance of the Contract for their own benefit or for the benefit of any third party.
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle: In accordance with the applicable laws and regulations in India, including the Motor Vehicles Act, 1988 and rules made thereunder. (ii) Third Party liability : <u>Not less than INR 1,00,00,000 (Rupees One Crore only) per occurrence, covering bodily injury, death</u>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<u>and damage to third-party property arising out of the Contractor's activities under the Contract.</u> (iii) Employer's liability and workers' compensation : In accordance with applicable laws in India, including the Employees' Compensation Act, 1923, as applicable, and other applicable labour laws. (iv) Professional liability : The Contractor shall maintain Professional Liability/Professional Indemnity Insurance for an amount not less than the total ceiling amount of the Contract, i.e., INR _____ (Rupees _____ only), covering liabilities arising from professional errors, omissions, negligence, or failure in the performance of the Services. (v) Loss or damage to equipment and property : <u>100% of replacement value</u>
3.5	Add the following after 'Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration' at the end of the existing Clause 3.5: "Hiding information about any subcontracting not authorized by the Employer shall be treated as violation of Attachment 1 to General Conditions (Fraud and Corruption) and will attract remedial actions as mentioned in the Attachment 1 to the GCC."
3.5(d)	NA
3.6	<i>[The following must be included if the contract has been assessed to present potential or actual cyber security risks: "Periodic reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation".]</i> <i>[If the contract has been assessed to present potential or actual cyber security risks, indicate cyber security incidents to be immediately reported.]</i>
3.7	Restrictions on the use of documents prepared by the Service Provider are: (a) All copyrights in recordings, lesson videos, teaching materials, content packages, assessments, and multimedia resources generated under this Contract vest in and belong to MBMA / the Education Department from the date of creation. (b) The Service Provider shall obtain signed No-Objection Statements (Consents) from all teachers regarding recording and use of their sessions, on

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	behalf of MPOWER, before each teacher's first recorded session. These statements shall be submitted to MBMA within 14 days of each teacher's deployment. (c) The Service Provider shall not use any content generated under this Contract for any commercial purpose, sub-licensing, or dissemination outside the scope of this Contract without MBMA's prior written consent. (d) All PMIS data, student interaction data, attendance records, and SLA performance data are the property of DERT/MBMA and shall not be shared with any third party without prior written approval from DERT.
3.8.1	The following is inserted as a new paragraph after the existing 'clause 3.8.1 Payments of Liquidated Damages:' "Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the services as per agreed Program and order and timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract."
3.8.4	Year-wise LD Cap Structure: The aggregate amount of all liquidated damages, including delay-related LDs and SLA performance-related LDs, shall be subject to the following cumulative caps: • T+5 to T+7 (Phase 3 period): 3% of the Contract Price. • Year 1 (T+8 to T+19): additional 2%, resulting in a cumulative cap of 5%. • Year 2 (T+20 to T+31): additional 2%, resulting in a cumulative cap of 7%. • Year 3 (T+32 to T+43): additional 2%, resulting in a cumulative cap of 9%. • Year 4 (T+44 to T+47): additional 1%, resulting in a cumulative cap of 10%. The maximum aggregate LD cap under this Contract shall be 10% (ten percent) of the Contract Price. Upon reaching this cap, DERT shall issue a Cure Notice in accordance with GCC 3.9 before proceeding with a call on the Performance Security or termination of the Contract. SLA performance deductions (Schedule A) and LD deductions (SCC 3.8.4) shall not be applied simultaneously to the same event causing the same loss. Where both apply, the higher of the two deductions shall be applied.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	"SLA performance deductions (Schedule A) and LD deductions (GCC 3.8.4) shall not be applied simultaneously to the same event. Where both apply, the higher deduction applies."
3.8.3	Lack of performance penalty applies per the SLA (Schedule A). Monthly SLA assessment; quarterly deduction from O&M payments. LD rates per 18-item LD schedule in Schedule A.
3.9	A Performance Security <i>shall be required</i> Performance Security shall be required in the amount of 10% (ten percent) of the Contract Price within 21 (twenty-one) days from the date of issuance of LoA. The Performance Security is structured to protect DERT against the Service Provider's ownership and financing risk under the BOOT model, including the risk of asset encumbrance, premature removal of assets, failure to maintain assets in transferable condition, and failure to deliver the asset transfer at T+48 at no additional cost, as required under the BOOT model. • Form: Unconditional on-demand Bank Guarantee from a Nationalized/Scheduled Bank in India. Failure to furnish the performance security on time shall be grounds for annulment of award and forfeiture of Bid Security.
3.11	Provisions related to Sustainable Procurement do not apply.
3.12	<i>[Delete if not applicable]</i>
3.13	<i>[Delete if not applicable]</i>
3.14	<i>[State if the Service Provider shall not be responsible for the security at the locations in the Employer's country where the Services are carried out;</i> <i>If the Service Provider is responsible for the security at the locations in the Employer's country where the Services are carried out, state: The Service Provider (shall/shall not; select either option and delete the other) submit a security management plan.]</i>
3.16	<i>Cyber Security provisions apply. The Service Provider shall implement and maintain: (a) end-to-end encryption for all content streams; (b) role-based access controls for the PMIS; (c) regular security audits (minimum annually) of the PMIS and streaming infrastructure; (d) a data breach notification protocol — DERT to be notified within 24 hours of any confirmed breach. The Service Provider shall comply with applicable Indian data protection legislation in force at the time of breach.</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.18	The following sub-clause is added after 3.17: “3.18 Assignment: The Service Provider shall not assign, transfer or make other disposition of this Contract or any part thereof, or any of the Service Provider’s rights, claims or obligations under this Contract except with the prior written approval of the Employer”
5.1	The assistance and exemptions provided to the Service Provider are: <i>[Note: List here any assistance or exemptions that the Employer may provide under Sub-Clause 5.1. If there is no such assistance or exemptions, state “not applicable”]</i>
5.4	The following is added as a new Clause 5.4: “5.4 Access to Project Site DERT shall provide the Service Provider with free and unimpeded access to all school premises for installation and O&M activities, subject to reasonable coordination with school management. DERT shall issue a circular to all District Education Officers and school Principals within T+30 days, authorising Service Provider's teams to enter school premises during installation phases. Any access denial by a school beyond 5 working days shall be notified to DERT in writing and shall toll the relevant milestone deadline by the equivalent period.
6.2	All payments shall be made in Indian Rupees only.
6.3.2	Not Used. Performance incentive compensation is not applicable under this Contract. Appendix G is deleted in its entirety
6.4	The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law. Payments shall be made according to the following schedule: • Payments in accordance with the milestones (Services) for which progress payments are not envisaged, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract			
	: The 8th quarterly O&M payment (covering the period T+29 to T+31) shall be withheld until the Service Provider provides documentary evidence (invoices + site photographs) of mandatory UPS battery replacement at all 700 school and 65 CMYCs locations, per Section VII Clause 6.6. Withholding shall not accrue interest if battery replacement evidence is submitted within T+3			
	Sl	Deliverable	Timeline	Payment Trigger
	1	Inception Report — mobilisation plan, needs assessment framework, SLA monitoring mechanisms, stakeholder mapping, and reporting formats	T+1 Month	5% of the Contract Amount shall be payable upon submission of the required deliverable(s) and acceptance thereof by MPOWER/MBMA
	2	Batch 1 TV Installation — 150 secondary schools; 450 TVs, UPS units, and routers commissioned; SACs issued	T+5 Month	Based on the actual quantities, in accordance with the calculation specified in the Price Activity Schedule (Section IV) under note section Or 20% of the contract amount whichever is lower
3	Studio Renovation and Setup — all 3 studios fully renovated, equipped, and commissioned; first live class delivered	T+6 Month	3% of the Contract Amount shall be payable upon successful completion of the required activities and acceptance thereof by MPOWER/MBMA, and upon issuance of Studio Readiness Certificates for all three (3) studios.	

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract			
	4	Batch 2 TV Installation — 550 selected schools and 65 CMYCs; 615 TVs, 550 UPS units, and 550 routers commissioned; SACs issued	T+6 Month	Based on the actual quantities, in accordance with the calculation specified in the Price Activity Schedule (Section IV) under note section Or 27% of the contract amount whichever is lower
	5	Monthly O&M Payments — continuous technical support, PMIS monitoring, live class delivery, SLA compliance, and reporting	T+7 to T+48 Month	An amount equivalent to 1% of the Contract Amount shall be payable on a monthly basis from T7 through T48, subject to: (i) submission and acceptance of the Monthly Progress Report by MPOWER, MBMA; (ii) submission of the Manpower Availability Report; and (iii) satisfactory compliance with the Service Level Agreement (SLA) requirements as specified in Schedule A (QPP)
	6	Final Report and Asset Transfer — all assets transferred to MBMA/Education Department; handover training complete	T+48 to T+49 Month	3% of the Contract Amount shall be payable upon submission and acceptance of the Final Report by MPOWER/MBMA

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract			
				and submission of the Asset Transfer Report duly countersigned by Education Department.
	- Should the certification not be provided or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date. - The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. - The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.			
6.5	Payment shall be made within sixty (60) days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 90 days in the case of the final payment. The interest rate is 14.65% per annum.			
6.6.1	Price adjustment shall not be applicable. (Price adjustment is not applicable for this contract - fixed lump sum price for all components)			
6.7	6.7.1 The Daywork rates included in the Service Provider’s Bid shall apply to the following adjustments: (a) DW-D1 – Downgrade from 85" to 75" display: credit per unit; (b) DW-D2 – Downgrade from 85" to 65" display: credit per unit; (c) DW-C1 – Downgrade from Tier 1 to Tier 2 connectivity: credit per unit; (d) DW-C2 – Downgrade from Tier 1 to Tier 3 connectivity: credit per unit. 6.7.2 The 85" display with Tier 1 connectivity shall be the baseline specification for bid evaluation for the 700 schools requiring both display and connectivity. The actual display size and connectivity tier required at			

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	each school shall be determined based on the site assessment and School Readiness Report undertaken by the selected Agency. 6.7.3 Payment shall be based on the actual specification implemented at each school and the applicable rates quoted by the selected Agency. Where a lower display size is implemented, the applicable display credit shall be deducted from the 85" baseline rate. Where a lower connectivity tier is implemented, the applicable connectivity credit shall also be deducted from the baseline rate. 6.7.4 For the 65 CMYC centres where only the display is required, and no connectivity is required, payment shall be made based on the applicable display-only rate included in the Service Provider's Bid. The connectivity component shall not be included in the payment for such centres.
7.1	The existing 'Clause 7.1 Identifying Defects' is replaced with the following: "7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC. The Employer shall check the Service Provider's performance and notify him of any Defects that are found, specifying a time by which these should be corrected. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the SCC. 7.1.2 The Service Provider shall permit the Employer's Technical auditor to check the Service provider's work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Employer's responsibility as defined in the Contract Agreement."
7.1.1	The principle and modalities of inspection of the Services by the Employer are as follows: as defined under Schedule A "Service Level Agreement" The Defects Liability Period shall be as per the schedule A – Service Level Agreement (SLA).
8.2	The existing 'sub-clause 8.2.4 is replaced with the following: "8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure specified, and in the place shown in the SCC." The following two sub-clauses are added before the existing sub-clause 8.2.5 which is now numbered as 8.2.5 (c):

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	“8.2.5 (a) The Adjudicator shall be appointed jointly by the Employer and the Service Provider, at the time of the Employer’s issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request. (b) The Adjudicator should be in position before “notice to proceed with work” is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix K.”
8.2.3	The Adjudicator is to be mutually agreed upon and finalized by the Employer and the successful Bidder from the panel of qualified adjudicators maintained by the Indian Council of Arbitration (ICA), who will be paid as per the rate notified by Indian Council of Arbitration (ICA). The reimbursable expenses are recognized: actual reasonable expenses for boarding/lodging and travel incurred in connection with the performance of the Adjudicator’s duties, supported by relevant documents and subject to the applicable rules of ICA too.
8.2.4	The procedure for adhoc arbitration will be as follows: (a) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. (c) Arbitration proceedings shall be held at Shillong, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself. (e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (f) The Arbitrator should give final award within 120 days of starting of the proceedings. (g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings. <i>* Choose one alternative. Insert any other appropriate institution depending on the type of Services.</i> <i>Alternatively</i> <i>[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case, other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract									
	<i>specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber’s Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council for National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]</i> "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held atShillong, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English”. <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].</i>									
8.2.5 (a) and (c)	The designated Appointing Authority for a new Adjudicator is <i>Indian Council of Arbitration (ICA)</i> .									
GCC 8.3	Insert a new Clause GCC 8.3 as follows: “GCC 8.3. Failure to Attain Technical Factors used in Rated Criteria 8.3.1 The Service Provider shall ensure to achieve or exceed the technical and non-price factors, which were used for calculations of its technical score. In case of any deficiency, the Service Provider will pay the liquidated damages, which will be calculated as follows. These will be over and above the delay liquidated damages as defined in SCC 3.8. <table><tr><th>Technical or Non-price factor</th><th>Value to be achieved above/ below the minimum/ maximum</th><th>Liquidated damages (prorated if appropriate) for the deficiency</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Technical or Non-price factor	Value to be achieved above/ below the minimum/ maximum	Liquidated damages (prorated if appropriate) for the deficiency						
Technical or Non-price factor	Value to be achieved above/ below the minimum/ maximum	Liquidated damages (prorated if appropriate) for the deficiency								

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
	Service Provider's aggregate liability to pay liquidated damages for failure to attain the Technical or Non-price factors shall not exceed 5 percent of the Contract price. <i>[modify the %, if required]</i> .		

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
School Acceptance Certificate and Joint Inspection Mechanism	SCC [X] — School Acceptance Certificate (SAC) — Joint Inspection Mechanism • Upon completion of installation and commissioning of school-end equipment at each school location, the Service Provider shall notify DERT's designated District Education Officer (DEO) and the Project Director (MPOWER) in writing. • Within 5 business days of notification, DERT shall appoint a Joint Inspection Committee (JIC) comprising: (a) DEO representative; (b) school Principal or designee; (c) Service Provider's School Deployment Lead. • The JIC shall inspect the installed equipment against the checklist in Section VII and certify: (a) all equipment present per equipment schedule; (b) all equipment powered on and operational; (c) connectivity established and uptime test passed; (d) first content session demonstrated to school Principal; (e) teacher training session completed (minimum 4 hours) (f) Verification that installed display size (65"/75"/85") matches the MBMA/DoE-approved size per the Site Assessment Approval Letter for this school. Any discrepancy shall be recorded as a deficiency and treated under Step 5. • If inspection is satisfactory, DERT's DEO shall sign and issue the School Acceptance Certificate (SAC) within 2 business days of JIC inspection. • If inspection reveals deficiencies, DERT shall issue a Deficiency Notice specifying items to be rectified. The Service Provider shall rectify all deficiencies within 10 business days and request re-inspection. The JIC shall re-inspect within 5 business days of re-notification. • If DERT fails to conduct inspection within 5 business days of notification (or re-notification) without written reason, the SAC shall be deemed issued by default on the 6th business day. Deemed SACs shall be recorded in the PMIS and confirmed by DERT in writing within 7 days. • The Phase 3 payment milestone (20% of Contract Price) shall be released only upon submission of SACs (actual or deemed) for a minimum of 650 schools.
Change in Law	Change in Law • If after the date 28 days prior to bid submission deadline, any law, regulation, ordinance, order or bylaw of India, Meghalaya or any relevant authority comes into force, is changed, or ceases to be in force, which affects the Service Provider's costs or the time required

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	to perform the Contract, then the Contract Price and/or the Intended Completion Date shall be adjusted upward or downward as the case may be, to the extent of the reasonable change in costs that is directly attributable to the Change in Law. • The Service Provider shall notify DERT in writing within 28 days of the Change in Law coming to its notice, failing which the right to claim adjustment is waived. • Changes in GST rates or other Indian tax rates directly applicable to the Contract shall be governed by this clause. Any GST rate increase shall be borne by DERT; any GST rate decrease shall be credited to DERT. • Changes in BIS certification requirements or connectivity regulations that materially affect the Service Provider's obligations shall be treated as a Change in Law. • BOOT Model Exclusion: For the avoidance of doubt, any tax, levy, duty or regulatory charge arising from the Service Provider's ownership of assets under the BOOT model during the Contract term — including but not limited to asset tax, property tax, GST on deemed supply or deemed transfer, wealth tax or any ownership-related impost — shall be the Service Provider's sole liability and shall not constitute a Change in Law entitling the Service Provider to a price increase or Contract Price adjustment. Bidders are advised to factor these costs into their bid pricing.
Asset Encumbrance Prohibition (BOOT Model)	Asset Encumbrance Prohibition (BOOT Model) • The Service Provider shall not, at any time during the Contract term, mortgage, hypothecate, pledge, charge, assign by way of security, or otherwise create any third-party interest or encumbrance over any asset forming part of the i-Learning infrastructure installed or operated under this Contract — including studios, school-end equipment, network equipment, UPS units, content servers and all associated hardware. • This prohibition applies regardless of the financing arrangements of the Service Provider and regardless of whether the relevant asset has been fully paid for through Contract milestone payments. • Any breach of this clause — including the creation of any encumbrance, or the discovery that an encumbrance has been created without DERT's prior written consent — shall constitute an immediate Event of Default entitling DERT to: (a) call the Performance Security in full without further notice; (b) terminate the Contract under GCC Clause 43; and (c) seek damages for the cost of procuring clean title to the encumbered assets.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	● The Service Provider shall, if requested by DERT at any time during the Contract term, execute a Negative Lien Undertaking in favour of DERT in a form acceptable to DERT's legal counsel, confirming the absence of any encumbrance on Contract assets. ● The Service Provider shall promptly notify DERT in writing if any receiver, liquidator, insolvency administrator or similar officer is appointed in relation to the Service Provider or any of its assets, as such appointment may affect the encumbrance status of Contract assets.

MEGHALAYA i-LEARNING PROJECT: Schedule A — Service Level Agreement (SLA)

Contract: Build, Own, Operate and Transfer (BOOT) of i-Learning Infrastructure in Meghalaya

This Schedule A is to be read with: Section IX SCC (in particular GCC 8.3(a)–(e), GCC 3.8.4, GCC 3.9, GCC 6.4); Section VII Scope of Services; and Appendix X (School List) to the Contract.

Section 1 — Definitions

Capitalised terms used in this Schedule that are defined in SCC 1.1 have the meanings given in SCC 1.1. These include: BOOT, PMIS, Classroom Dashboard, LD, Quarterly Payment Package (QPP), Alternative-Connectivity School, School Acceptance Certificate (SAC), DERT, and Intended Completion Date.

The following additional definitions apply specifically for the purposes of this Schedule:

Table 1: SLA-Specific Definitions

Term	Definition
Scheduled Operating Hours	The hours during which each school's i-Learning system is required to be operational, as notified by DERT — typically 07:00 to 17:00 on school days per the Meghalaya academic calendar
System Uptime	The percentage of Scheduled Operating Hours during which a school's complete i-Learning system (TV/display, STB/media player, connectivity, and power via UPS) is fully functional, measured per school per calendar month
Critical Failure (Class 1)	A failure rendering the primary display or connectivity non-functional, making the school's i-Learning system entirely inoperable
Non-Critical Failure (Class 2)	A peripheral or partial failure where the system remains partly operational
Assessment Quarter	Each period of three calendar months within the O&M Phase (T+7 to T+48)
Deployment Date	The date on which a named individual in a Key Personnel or teacher position is required to be physically on post per the staffing plan submitted in the QPP
Non-Deployment	Failure to place a required resource on post by the Deployment Date
Absence	A resource being physically absent from their assigned post on any working day without prior written approval of MBMA/DERT
Teacher Replacement	A change in any named SME teacher position, whether due to resignation, termination, or non-performance, other than a replacement directed in writing by MBMA/DERT

Section 2 — Scope and Applicability

2.1 This Schedule A applies to all school locations listed in Appendix X to the Contract, covering approximately 700 schools and 65 CMYCs and 1,055 display units across Meghalaya.

2.2 SLA obligations under Sections 3 through 6 (Operational Performance) commence from the date a SAC is issued (actual or deemed) for each school per SCC [X], and continue until the Intended Completion Date (T+48).

2.3 For schools where the SAC is issued between T+5 and T+7, SLA measurement begins on the first day of the calendar month following SAC issuance. For the partial month of SAC issuance, informal monitoring applies but no LD is assessed.

2.4 SLA obligations under Section 7 (Implementation Phase LDs) commence at Contract effectiveness (T) and apply to all milestone deliverables through T+7.

2.5 SLA obligations under Section 8 (Manpower and Teaching Staff LDs) commence at the Deployment Date for each resource and continue until T+48.

2.6 Force Majeure: During approved Force Majeure periods, SLA clocks shall be tolled for the duration of the event, limited to the directly affected schools, in accordance with GCC 2.5. The Service Provider shall notify DERT in writing within 48 hours of invoking Force Majeure for SLA-tolling purposes, specifying the affected schools and the expected duration.

2.7 Alternative-Connectivity Schools: The number, designation process, modified performance standards, and 50:50 incremental cost-sharing arrangement for Alternative-Connectivity Schools are governed by SCC GCC 8.3(b). The SLA-specific provisions applicable to such schools — transition exclusion from LD and offline content requirement — are set out in Section 4 of this Schedule.

Section 3 — Performance Standards and Measurement Rules

The minimum performance thresholds are stated in SCC GCC 8.3(a) and Section VII Part 12. This Section 3 sets out the measurement rules that operationalise those thresholds for the purposes of monthly SLA assessment and LD computation.

3.1 System Uptime — Measurement Rules

(Threshold: $\geq 95\%$ standard schools; $\geq 90\%$ Alternative-Connectivity Schools — per SCC GCC 8.3(a))

- Uptime shall be measured monthly per school. Planned maintenance windows (maximum 4 hours per month, scheduled outside school hours, notified 48 hours in advance) are excluded from uptime calculation.
- Downtime clock starts when a fault ticket is logged in PMIS or when the PMIS automated sensor detects a system offline event — whichever is earlier.
- Downtime clock stops when PMIS records system restoration and the Service Provider's field technician has confirmed restoration in PMIS.
- Planned maintenance windows (maximum 4 hours per school per month, notified to DERT at least 48 hours in advance) are excluded from the downtime calculation.

- If PMIS automated monitoring is itself non-functional at a school, downtime for that school shall be calculated from the fault ticket log only.
- Failure of PMIS monitoring at more than 5% of schools in any month shall itself attract LD per Item 16 of the LD Rate Schedule (Section 6).
- Formula: System Uptime (%) = [(Scheduled Operating Hours – Downtime Hours) / Scheduled Operating Hours] × 100, per school per month.
- Minimum guaranteed download bandwidth during live session hours (08:00–16:00 school days): Tier 1/2 — 100 Mbps; Tier 3 — 20 Mbps; Alternative — 5 Mbps. Bandwidth shortfall constitutes a Class 2 fault.

3.2 Hardware MTTR — Measurement Rules

(Thresholds: Tier 1/2 - Class 1 ≤ 24 hours; Tier 3 - Class 1 ≤ 48 hours; Class 2 ≤ 72 hours; Alternative connectivity- Class 1 ≤ 72 hours — per SCC GCC 8.3(a))

- All fault tickets shall be logged by the Service Provider's helpdesk in PMIS immediately upon notification, regardless of the source of notification.
- Where a spare part must be sourced and transit time will exceed the MTTR threshold despite best efforts, the Service Provider shall notify DERT in writing within 24 hours of the fault, with an estimated restoration date. DERT may grant a written extension at its discretion; such extension does not waive LD for the initial MTTR breach.
- Repeat failures at the same school (same component failing more than twice within 90 days) constitute a systemic quality defect — the Service Provider shall replace the component rather than repair it, at its own cost under the BOOT obligation.

3.3 Connectivity MTTR — Measurement Rules

(Thresholds: Tier 1/2: ≤ 12 hours; Tier 3: ≤ 24 hours; Alternative Connectivity: ≤ 48 hours — per SCC GCC 8.3(a))

- Connectivity faults shall be classified and logged separately from hardware faults in PMIS.
- Where the failure is attributable to the ISP/carrier, the Service Provider shall escalate to the ISP within 2 hours of fault detection and provide DERT with written escalation confirmation. The MTTR clock is not tolled during ISP resolution — the Service Provider bears the managed connectivity SLA in its entirety.
- The Service Provider shall maintain a fallback mechanism at each school (minimum: pre-downloaded content on the STB/media player) to enable offline content delivery during connectivity outages.

3.4 Live Session Delivery — Measurement Rules

(Threshold: ≥ 90% per school per month — per SCC GCC 8.3(a))

A session is counted as "Delivered" only if: (i) received at the school during the scheduled time slot; (ii) audio and video quality met the minimum threshold throughout at least 80% of the session duration; and (iii) PMIS records the session as delivered for that school.

Sessions excluded from the denominator:

- Sessions cancelled by DERT or school administration (not due to system failure);
- Sessions missed due to studio downtime caused by DERT-directed activities.

Sessions counted in the denominator and scored as not delivered:

- Sessions missed due to studio technical failure attributable to the Service Provider.

Session Failure Attribution: Session failures shall be attributed as: (a) Studio-side fault (Service Provider LD applies); (b) School connectivity fault (Service Provider LD applies unless school is classified Alternative Connectivity within 50-school cap); (c) School power failure exceeding 4 hours duration (Employer-side exclusion, documented by DPMU); (d) School administrative cancellation (Employer-side exclusion, documented by headmaster in PMIS).

3.5 Classroom Dashboard and Consolidated Report — Standards and Measurement Rules

(Not stated in GCC/SCC — SLA-specific)

Table 2: Dashboard Delivery Standards

Dashboard Type	Delivery Deadline	Measurement
Daily Classroom Dashboard	Available in PMIS by 8:00 PM on each school day	PMIS auto-timestamp; DERT access log as secondary verification
Weekly Consolidated Report	Available in PMIS by 8:00 AM every Monday (covering prior week)	PMIS auto-timestamp

Non-delivery is defined as the dashboard not being accessible in DERT's PMIS login by the specified deadline. Partial dashboards (missing data for more than 10% of operational schools) shall be treated as non-delivery for the missing schools.

3.6 PMIS Availability — Standard and Measurement Rules

(Not stated in GCC/SCC — SLA-specific)

Table 3: PMIS Availability

Metric	Standard
PMIS platform uptime	≥ 99% per calendar month

Planned maintenance windows notified to Education Department at least 48 hours in advance, not exceeding 4 hours per month, are excluded. PMIS uptime shall be measured from the Service Provider's server monitoring logs; Education Department independent monitoring (where deployed) shall serve as secondary verification.

3.7 Studio Operational Standards

(Not stated in GCC/SCC — SLA-specific)

Table 4: Studio Standards

Metric	Standard
Studio availability for live sessions	≥ 95% of timetabled live session slots per studio per month
Content upload turnaround	Recorded content uploaded to PMIS repository within 24 hours of recording

Content repository minimum	≥ 500 hours per subject per grade level, maintained and accessible throughout the O&M phase
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94. 3.8 Helpdesk and CCC Standards

(Not stated in GCC/SCC — SLA-specific)

Table 5: Helpdesk Standards

Metric	Standard
Helpdesk operating hours	8:00 AM to 6:00 PM on all school days; 24/7 emergency line for Class 1 faults
Fault ticket acknowledgement	Within 2 hours of logging
Field technician coverage	Minimum 1 field technician per 50 schools; district-wise coverage per approved deployment plan

Section 4 — Alternative-Connectivity Schools — SLA Provisions

(The designation process, modified thresholds, 50:50 cost-sharing, and 50-school cap are governed by SCC GCC 8.3(b). The following provisions supplement GCC 8.3(b) for SLA enforcement purposes.)

4.1 Transition Exclusion from LD: During the period between DERT's written designation of a school as an Alternative-Connectivity School and the Service Provider's implementation of the alternative connectivity solution (maximum 60 days per GCC 8.3(b)), the school shall be excluded from uptime and connectivity MTTR LD calculations, provided the Service Provider submits a written implementation plan within 10 days of designation.

4.2 Offline Content Requirement: For Alternative-Connectivity Schools, the Service Provider shall maintain a minimum of 30 days of curriculum content pre-loaded on the school STB/media player at all times as an offline fallback for connectivity outages.

Section 5 — Measurement, Reporting, and Verification

5.1 Monthly SLA Measurement: The Service Provider shall measure SLA performance for each school and each metric monthly using PMIS data. Monthly measurement shall be completed within the first 5 business days of the following month.

5.2 Quarterly Payment Package (QPP): The QPP definition and its five-document structure are set out in SCC 1.1. As part of each QPP submitted with a quarterly O&M payment invoice per GCC 6.4 and SCC 6.4, the Service Provider shall submit the following:

(1) SLA Performance Report covering the three months of the Assessment Quarter:

- School-wise uptime table (all schools; monthly uptime %; deviation from standard)
- MTTR compliance summary — Class 1 and Class 2 faults: total tickets, breaches, average MTTR

- Connectivity MTTR summary
- Live session delivery rate — school-wise and aggregate
- Dashboard delivery compliance
- PMIS availability statistics
- Studio availability statistics
- Key Personnel and teacher deployment actuals vs. plan
- Technology Refresh activities (if applicable for the quarter)

(2) LD Self-Assessment — signed by the Service Provider's Project Director:

- All SLA breaches identified for the Assessment Quarter (Sections 3, 7, and 8)
- LD amounts self-calculated per Section 6 of this Schedule
- Net amount proposed for deduction from the quarterly payment
- Any disputed items with written reasons
- MBMA reserves the right to commission the TPA to independently verify the SLA Self-Assessment for any quarter. If TPA findings differ from the Service Provider's self-assessment by more than 5% on any FPG, the TPA's figures shall prevail for LD calculation purposes.

(3) Current Quarter Staffing Actuals — name-wise deployment records for all Key Personnel, field technicians, and teaching staff

(4) Next Quarter Staffing Deployment Plan — proposed staffing for the forthcoming quarter

(5) PMIS Data Export — full raw data export for the Assessment Quarter in Excel format

5.3 DERT Review and Payment:

- DERT shall review the QPP within 15 business days of receipt.
- If accepted, payment of the quarterly O&M instalment less LD deductions shall be processed per GCC 6.4 and SCC 6.4.
- If DERT disputes any item, a written Dispute Notice specifying the disputed items shall be issued within the 15-business-day review period.
- Undisputed portions of quarterly payments shall be released pending resolution of disputed items.
- Interest on delayed payments shall apply per GCC 6.5 and SCC 6.5.

5.4 Independent Audits: DERT shall commission independent technical audits at T+6, T+18, T+36, and T+42. The audits shall be conducted by MBMA's pre-contracted TPA (engaged separately) in accordance with the TPA Terms of Reference (ToR), Version 2, and using a standardized audit methodology. The Service Provider shall provide full access to PMIS, school sites, studio premises, and all operational records for audit purposes. Audit costs shall be borne by DERT.

Section 6 — LD Rate Schedule: Operational Performance (Items 1–18)

Principles:

- LDs are pre-agreed genuine estimates of DERT's loss and are not penalties, consistent with GCC 3.8.1 and SCC 3.8.1.
- The obligation to restore service is not relieved by LD deduction, per SCC 3.8.1.
- LDs are deducted quarterly from O&M payments, based on monthly SLA measurement (monthly measurement → quarterly aggregation → quarterly deduction from QPP payment).
- The aggregate of all LDs under this Schedule (Sections 6, 7, and 8) and delay LDs under SCC 3.8.4 is subject to the year-wise cap structure in SCC 3.8.4, which is populated by Section 6.2 below.
- All LD rates are in Indian Rupees (INR).

95. 6.1 LD Rate Table

Table 6: Operational SLA LD Rate Schedule

Item	SLA Metric	Trigger	LD Rate	Measurement Basis
1	System Uptime — Standard School	Uptime < 95% but ≥ 90% in a month	₹500 per school per day of shortfall below 95%	Per school, per month
2	System Uptime — Standard School (Severe)	Uptime < 90% in a month	₹1,000 per school per day of shortfall below 90%	Per school, per month
3	System Uptime — Alternative-Connectivity School	Uptime < 90% but ≥ 85%	₹300 per school per day of shortfall below 90%	Per school, per month
4	System Uptime — Alternative-Connectivity School (Severe)	Uptime < 85%	₹600 per school per day of shortfall below 85%	Per school, per month
5	Hardware MTTR — Class 1	MTTR exceeds 48 hours	₹1,500 per fault per clock hour of delay beyond 48 hours	Per fault ticket
6	Hardware MTTR — Class 2	MTTR exceeds 72 hours	₹750 per fault per clock hour of delay beyond 72 hours	Per fault ticket
7	Connectivity MTTR — Standard School	MTTR exceeds 24 hours	₹1,000 per fault per clock hour of delay beyond 24 hours	Per fault ticket
8	Connectivity MTTR — Alternative-Connectivity School	MTTR exceeds 48 hours	₹500 per fault per clock hour of delay beyond 48 hours	Per fault ticket

9	Live Session Delivery	Delivery rate < 90% but $\geq 80\%$ in a month	₹2,000 per missed session per school	Per school, per month
10	Live Session Delivery (Severe)	Delivery rate < 80% in a month	₹4,000 per missed session per school	Per school, per month
11	Studio Downtime	Studio availability < 95% of timetabled session slots in a month	₹10,000 per session slot missed beyond the 5% tolerance	Per studio, per month
12	Daily Classroom Dashboard	Not delivered by 8:00 PM on a school day	₹200 per classroom per day of non-delivery	Per classroom, per day
13	Weekly Consolidated Report	Not delivered by 8:00 AM Monday	₹5,000 per school per week of non-delivery	Per school, per week
14	PMIS Availability	PMIS uptime < 99% in a month	₹5,000 per hour of downtime beyond the permitted 1% monthly downtime threshold	Per month, aggregate
15	Helpdesk Ticket Acknowledgement	Ticket not acknowledged within 2 hours of logging	₹500 per ticket per hour of delay beyond 2 hours	Per ticket
16	PMIS Monitoring Failure	PMIS automated monitoring non-functional at > 5% of schools in a month	₹50,000 flat rate	Per month, aggregate
17	Key Personnel Absence	Any Key Personnel absent without approved replacement for > 5 consecutive working days	₹5,000 per Key Person per working day beyond day 5	Per person, per occurrence
18	Non-Response to Audit Findings	Adverse audit findings not addressed within 30 days of audit report	₹20,000 per unaddressed finding per week beyond 30 days	Per finding, per week

96. 6.2 Year-wise Aggregate LD Cap (Populating SCC 3.8.4)

The following cap structure applies to the aggregate of all LDs under this Schedule (Sections 6, 7, and 8 combined) and constitutes the values to be entered at SCC 3.8.4:

Table 7: Year-wise Aggregate LD Cap

Period	Daily LD Rate	Maximum Cumulative LD (% of Contract Price)
Implementation (T to T+7)	0.05% of Contract Price per day	1% cumulative
Year 1 O&M (T+7 to T+19)	0.05% of Contract Price per day	3% cumulative
Year 2 O&M (T+19 to T+31)	0.05% of Contract Price per day	6% cumulative
Year 3 O&M (T+31 to T+43)	0.05% of Contract Price per day	9% cumulative
Year 4 O&M (T+43 to T+48)	0.05% of Contract Price per day	10% overall maximum

Section 7 — LD Rate Schedule: Implementation Phase (Items 19–20)

(Source: ToR Section 13. These provisions apply from T to T+7 and populate the milestone LD fields at SCC 3.8.4.)

Principles:

- Implementation phase LDs apply to all milestone deliverables specified in Section VII Part 9.
- A grace period of 5 calendar days beyond each agreed milestone date applies before LD accrual begins.
- Implementation phase LDs are assessed by DERT at the time of milestone review and deducted from the corresponding milestone payment.

Table 8: Implementation Phase LD Schedule

Item	SLA Parameter	Grace Period	LD Rate
19	Delay in any milestone of Project Implementation and Rollout (all deliverables in Section VII Part 9, except human resources governed by Item 20 and Section 8)	5 calendar days beyond agreed milestone timeline	0.1% of Total Contract Price per week of delay beyond the grace period
20	Delay in deployment of technical staff (Studio Technical Leads, Camera Operators, AV Technicians, Broadcast Engineers, CCC staff) beyond the required Deployment Date	None	₹2,000 per person per day of non-deployment

Section 8 — LD Rate Schedule: Manpower and Teaching Staff (Items 21–25)

(Source: ToR Section 13. These provisions apply throughout the Contract period — T+3 to T+48 for technical staff; T+5 to T+48 for teaching staff.)

Table 9: Manpower and Teaching Staff LD Schedule

Item	Resource Type	Trigger	LD Rate	Notes
21	Technical Resources — Studio Technical Leads, Camera Operators, AV Technicians, Broadcast Engineers, CCC/Helpdesk staff	Non-deployment by Deployment Date	₹2,000 per person per day of non-deployment	—
22	Technical Resources — as above	Absence without prior written MBMA/DERT approval on any working day	₹2,000 per person per day of absence	—
23	SME Teachers (all 23 positions across all subjects and stages)	Non-deployment by Deployment Date (T+5)	₹5,000 per teacher per day of non-deployment	—
24	SME Teachers	Absence without prior written MBMA/DERT approval on any working day	₹5,000 per teacher per day of absence	—
25	Teacher Replacement	Second and subsequent replacement of any named teacher position	₹20,000 per replacement event	First replacement: no LD. Replacements directed in writing by MBMA/DERT are not counted as chargeable events

Measurement and Deduction for Section 8 LDs:

- Section 8 LDs shall be assessed monthly from attendance and deployment records submitted in the Monthly Progress Report.
- Monthly Section 8 LDs shall be aggregated quarterly and included in the QPP LD Self-Assessment for deduction from the quarterly O&M payment.
- Where Section 8 LDs arise during the implementation phase (before T+7), they shall be deducted from the next available milestone payment.

Section 9 — Pre-Arbitration SLA Dispute Resolution

This Section establishes a 3-step pre-arbitration mechanism for resolving disputes on SLA performance assessments and LD deductions. It supplements and does not replace the formal dispute resolution mechanism under GCC 8.1, GCC 8.2, and SCC 8.2.4, which remain available to both parties.

9.1 Step 1 — Bilateral Discussion (15 days): Within 15 days of DERT issuing a Dispute Notice under Section 5.3, the Service Provider's Project Director and DERT's designated Contract Manager shall meet to attempt resolution. If resolved, a written settlement memorandum shall be signed by both parties.

9.2 Step 2 — PMIS Data Reconciliation (15 days): If Step 1 fails, both parties shall conduct a joint review of raw PMIS data logs and field verification of a sample of schools (minimum 10% of disputed school-months). The joint reconciliation report shall be signed by both parties. If reconciliation resolves the dispute, the agreed LD figures are final.

9.3 Step 3 — Independent Technical Expert (30 days): If Steps 1 and 2 fail, the dispute shall be referred to an Independent Technical Expert (ITE) jointly agreed upon by both parties, or failing agreement within 10 days, nominated by the President of the Institution of Electronics and Telecommunication Engineers of India. The ITE's determination is binding for SLA-computation purposes. ITE costs shall be borne equally unless the ITE finds one party wholly at fault, in which case the at-fault party bears all ITE costs.

9.4 Referral to the ITE under Step 3 does not affect either party's right to refer the matter to the Adjudicator under GCC 8.2.1 or to arbitration under GCC 8.2 and SCC 8.2.4.

Section 10 — Consolidated LD Summary

Table 10: All LD Items at a Glance

Section	Items	Phase	Subject
6	1–18	O&M Phase (T+7 to T+48)	Operational performance: uptime, MTTR, session delivery, PMIS, dashboard, studio, helpdesk, key personnel, audit findings
7	19–20	Implementation Phase (T to T+7)	Milestone delay; technical staff deployment delay
8	21–25	Throughout (T+3 to T+48)	Manpower non-deployment, absence, teacher replacement
Total	25 items		

Aggregate cap: As set out in Section 6.2 above, populating SCC 3.8.4.

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If applicable, list the stages at which progress payments in accordance with the milestones established are to be made, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators. If no reports are to be submitted, state here “Not applicable.”

Appendix C - Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix D—Breakdown of Contract Price in Foreign Currency(ies) – Not Used

Appendix E - Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump-sum price—local currency portion:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*

2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F - Services and Facilities Provided by the Employer

**Appendix G - Performance Incentive Compensation Appendix –
NOT USED and Deleted.**

Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

Appendix I- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

(Delete if not applicable)

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Appendix J

Salient Features of Labour & Environment Protection Laws¹

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

¹ This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply. The term 'contractor' also means 'Service Provider' referred to at other places in this bidding document.

- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.

- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986 and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining, excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior

permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates wastewater, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required wastewater treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need

to ensure compliance to the applicable standards and install and operate all required noise control devices as may be required for all plants and work processes.

13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules is mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.

21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of

ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will ensure full compliance to these rules and any conditions imposed in the permit.

29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit foe sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

Appendix K-Appointment of Adjudicator

Suggested Draft of **Letter of Appointment of Adjudicators** in contracts

Sub: _____ (Name of the Contract)

To

Name and address of the Adjudicator

We hereby confirm your appointment as adjudicator for the above contract to carry out the assignment specified in this Letter of Appointment.

For administrative purpose _____ (*name of the officer representing the employer*) has been assigned to administer the assignment and to provide the Adjudicator with all relevant information needed to carry out the assignment on behalf of both the employer and the Service Provider. The services will be required during the period of contract for the Services (Name of the Contract) _____.

The Adjudicator shall visit the site once in 3 (three) months till the completion of the Services indicated above or as specifically requested by employer/service provider for the period upto the end of defects liability period with prior intimation to the employer and the service provider. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Name of the employer and Name of the Service Provider*) may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration.

The appointment will become effective upon confirmation of letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Service Provider so desire. Also, the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in Clauses 7.1 of GCC/SCC is over.

The Adjudicator will be paid a fee of Rs. _____ (Rupees _____ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs200 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Service Provider's share) to the Adjudicator within 30 days of the receipt of the bill. The Service Provider's share on this account (half the paid amount) will be recovered by the Employer from the Service Provider's bills for the Services.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of

emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

Procedures for resolution of disputes by the Adjudicator is described in the contract of _____ (name of the contract) between the employer and the Service Provider vide clause 8 of GCC/SCC. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

The Adjudicator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct himself in a manner consistent herewith. After visiting the site, the Adjudicator will discuss the matter with the Employer and if necessary with the Service Provider before arriving at any decision.

The Adjudicator will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the employer and the Service Provider. The Adjudicator's decision should be communicated in the form of a speaking order specifying the reasons.

The Adjudicator will agree that any manufacturing or construction or consulting firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works or non-consulting or consulting services resulting from or associated with the project of which this non-consulting assignment forms a part

Read and Agreed

Name of Adjudicator
Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Service Provider

Signature of authorized representative of Service Provider

Attachment: Copy of contract document between the employer and Service Provider and format for recommendation.

SUMMARY OF ADJUDICATOR’S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare recommendations in a professional and timely manner (as per sample format)

Sample Format of Adjudicator's Recommendation

[Project Name] **Recommendation of Adjudicator**

Dispute No. XX [*NAME OF DISPUTE*]

Hearing Date: _____

Dispute

Description of dispute. A one or two sentence summation of the dispute.

Service Provider's Position

A short summation of the Service Provider's position as understood by the Adjudicator.

Employer's Position

A short summation of the Employer's position as understood by the Adjudicator.

Recommendation

The Adjudicator's specific recommendation for settlement of the dispute. (*The recommended course is consistent with the explanation*).

Explanation

(*This section could also be called Considerations, Rationale, Findings, Discussion, and so on.*)

The Adjudicator's description of how each recommendation was reached.

Respectfully submitted,

Date: _____

Date: _____

Date: _____

Section X - Contract Forms

Table of Forms

- 1. Letter of Acceptance**
- 2. Contract Agreement**
- 3. Issue of Notice to proceed with the Services**
- 4. Performance Security**
- 5. Advance Payment Security**

Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 45. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

[date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[name and address of the Service Provider]*

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 Special Conditions of Contract]* for the Contract Price of Rs. *[amount in numbers and words]*, as corrected and modified¹ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security for amounts² of Rs., within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 46.2 will be taken in accordance with the Conditions of Contract. The security shall be valid up to 28 days from the date of completion i.e. up to and shall be as per the Performance Security Forms included in Section X, - Contract Forms, of the bidding document.

Note: Insert one of the 3 options for the next paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*, be appointed as the Adjudicator

or

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

¹ Delete “corrected and” or “and modified” if not applicable.

² Insert amounts for Performance Security.

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

We note that as per your bid, you do not intend to subcontract any component of services.

[OR]

We note that as per your bid, you propose to employ M/s. as subcontractor(s) for executing

[Delete whatever is inapplicable]

We have reviewed the proposed methodology submitted by you along with the bid in response to ITB Clause 5.1 and our comments are given in the attachment. You are requested to submit a revised Program as per Clause 2.2. of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Contract Agreement

This AGREEMENT is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]*

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;

- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency – not used.

Appendix E: Breakdown of Contract Price in Local Currency.

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

Appendix H: Code of Conduct for Service Provider’s Personnel: Applicable

Appendix I- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors: Applicable

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of the Employer:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Signature of Authorized Representative of the Member]

[name of member]

[Signature of Authorized Representative of the Member]

Issue of Notice to proceed with the Services

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Service Provider)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 46.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of _____ at a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of
signatory authorized to sign on
behalf of Employer)

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No..... *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Service Provider³]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ *[insert reference number of the contract]* dated _____ *[insert date]* to execute _____ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee⁴]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Non-Consulting Services to be performed thereunder or of any of the Contract documents which may

³ In the case of a JV, insert the name of the Joint Venture

⁴ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.

be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.)⁵ 28 days after the expected completion date as described in the GCC, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁵ The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider 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 Service Provider might consider adding the following text to the form, at the end of this 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 your written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No..... *[insert guarantee reference number]*
 Date..... *[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*
 _____ *[address of Employer]*
 _____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 6.4 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Service Provider⁶]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee⁷]* _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding _____ *[amount of guarantee]* _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Non-Consulting Services to be performed thereunder or of any of the Contract documents which may be made between _____ *[name of Employer]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

⁶ In the case of a JV, insert the name of the Joint Venture

⁷ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Employer]* receives full repayment of the same amount from the Applicant. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

