Hon. Balasaheb Thackeray Agribusiness & Rural Transformation (SMART) Project

NATIONAL OPEN COMPETITIVE PROCUREMENT
(Two-Envelope Bidding Process with e-Procurement)

FOR PROCUREMENT OF GOODS/EQUIPMENT

RFB No.	: **2026_DOAWB_1314080**
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: DATE 04.07.2026 TIME 14.00 HOURS
LAST DATE FOR SALE OF BIDDING DOCUMENT	: DATE 03.08.2026 TIME 14.00 HOURS
TIME AND DATE OF PRE BID MEETING	: DATE 10.07.2026 TIME 14.00 HOURS
LAST DATE AND TIME FOR SUBMISSION OF BIDS	: DATE 03.08.2026 TIME 14.00 HOURS
TIME AND DATE OF OPENING OF BIDS – Technical Part	:DATE 04.08.2026 TIME 14.00 HOURS
OFFICER INVITING BIDS	: President, Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola Tal & Dist Gondia

Note: Bidders can raise their complaint online with respect to tendering process on project website https://smart-mh.org in Grievance (https://smart-mh.org/lodgegrievance)

Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project (www.smart-mh.org)

E-TENDER NOTICE NO : 2026_DOAWB_1314080

Supply , Installation , Commissioning and Testing of Semi Automatic 1 TPH Onion/Chilly Dehydration Unit And Slicing Machinery

The Government of Maharashtra is implementing the World Bank-funded SMART Project Mahatma Jyotiba Fule Farmer Producer Company Ltd. Birsola Tal & Dist Gondia is one of the beneficiaries under the project and inviting online bids on **https://mahatenders.gov.in** for above mentioned Machinery. The last date for submission of online bid is **03/08/2026 up to 2.00 PM**. Any updates or notices shall be published on aforementioned websites only.

District Implementation Unit, SMART Project Dist- Gondia

REQUEST FOR BIDS

(RFB)

NATIONAL OPEN COMPETITIVE PROCUREMENT
FOR THE SUPPLY OF GOODS/EQUIPMENT
(Two Envelope Bidding Process with e-Procurement)

Request for Bids (RFB)
E-Procurement Notice

Date:03/07/2026

Loan No: IBRD Loan No. 90310

RFB Reference No.: 2026_DOAWB_1314080

1. The Government of Maharashtra (hereinafter called "Borrower") is being financed from the International Development (IBRD) (the "Bank") in the form of a "loan" (hereinafter called "loan") toward the cost of the Hon. Balasaheb Thackeray Agribusiness & Rural Transformation (SMART) Project, Pune for developing Agriculture Commodity value chains and intends to apply part of the proceeds toward payments under the contract[1] for Supply, Installation, Commissioning and Testing of 1 TPH Semi-Automatic Onion/Chilly Dehydration Unit.

2. SMART Project is being implemented by various Project Implementation Units. Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola Tal & Dist Gondia i.e., Purchaser is one of the beneficiary of *District Implementing Unit Gondia* under the SMART project. Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola Tal & Dist Gondia now invites online Bids from eligible Bidders for supply of supply of Supply, Installation, Commissioning and Testing of 1 TPH Semi-Automatic Onion/Chilly Dehydration Unit

3. Bidding will be conducted through national open competitive procurement procedure agreed with the World Bank, and is open to all eligible bidders as defined in the World Bank's "Procurement Regulations for IPF Borrowers, July 2016 Revised August 2018 revised September 2023"("Procurement Regulations"). 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.

4. The bidding document is available online on https://mahatenders.gov.in for a nonrefundable price (i.e., Tender Fees) to be paid online as indicated below 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.

   (a) Tender Fees (non-refundable) : Rs. 1000/-

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[1] *Substitute by "contracts" where Bids are invited concurrently for multiple contracts. In all such cases add a new para. 3 as follows: "Bidders may Bid for one or several contracts, as further defined in the request for bids document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid, and renumber paras 3 - 9."*

(b) Date of commencement of sale of bidding document : Date: 04/07/2026 Time: 2.00 PM

(c) Last date for sale of bidding document : Date: 03/08/2026 Time: 2.00 PM

(d) Last date and time for PM Submission of bids : Date: 03/08/2026 Time: 2.00

(e) Time and date of opening of bids– technical part : Date: 04/08/2026 Time: 2.00 PM

5. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website *https://mahatenders.gov.in* . A non-refundable fee of *Rs 1000/- (inclusive of tax)* is required to be paid online before the bid submission deadline.

6. Bids must be submitted online on *https://mahatenders.gov.in* on or before the deadline for submission of bids, and the 'Technical Part' of bids will be opened online at the specified time and date for opening of bids, as given above. 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. The electronic bidding system would not allow any late submission of bids.

7. All bids must be accompanied by a bid security declaration as specified in the bid document.

8. Not Applicable.

9. Other details can be seen in the bidding document. The Purchaser 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 Purchaser 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.

District Implementation Unit Gondia
Taluka bij Gunan Kendra, Near Police
Head Quarter, Goregaon Gondia road,
Karanja Gondia Pin- 441601

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PART 1 – Bidding Procedures

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 Purchaser, as specified **in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB 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 Purchaser) 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.

2. Source of Funds

2.1 The Government of India 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, 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, Fraud and Corruption.

3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid 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 enterprise 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 Purchaser regarding this Bidding process; or

(e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods/ works that are the subject of the Bid; or

(f) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser 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 Bidding 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

subcontractor 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 sub-consultants 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, bid 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 Purchaser'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 Purchaser.

4.7 Not used.

4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries 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 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.10 Not Used.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

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

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

B. Contents of Request for Bids Document

6. Sections of Bidding Document

6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Supply Requirements

- Section VII - Schedule of 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 Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser 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 8. In case of any contradiction, documents obtained directly from the Purchaser 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. Clarification of Bidding Document

7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser 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 Purchaser shall be uploaded 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 Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. It is the bidder's responsibility to check on the e- procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Purchaser 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**.

8.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in 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 language**,** in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

11.2 The Technical Part shall contain the following:

(a) **Letter of Bid – Technical Part** prepared in accordance with ITB 12;

(b) **Bid Security**, in accordance with ITB 19.1;

(c) **Alternative Bid – Technical Part**: if permissible, in accordance with ITB 13, 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 20.3, and in accordance with ITB 20.4 in case of a JV;

(e) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications

to perform the Contract if its Bid is accepted;

(f) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;

(g) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

(h) **Conformity**: documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;

(i) **Manufacturer's authorization:** as required in the prescribed format;

(j) Bids submitted by a JV (where permitted) shall include 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; and

(k) any other document required **in the BDS.**

11.3 The **Financial Part** shall contain the following:

a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;

b) **Price Schedules**: completed prepared in accordance with ITB 12 and ITB 14;

c) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and

d) any other document **required in the BDS.**

11.4 The Technical Part shall not include any financial 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.

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

12. Process of Bid Submission

12.1. The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules 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 20.3. All blank spaces shall be filled in with the information requested.

12.2. Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 11 and 12.3 should also be uploaded on this website.

12.3. **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form, 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 is not to be submitted.

13. Alternative Bids

13.1. Unless otherwise specified **in the BDS,** Alternative Bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the methodology for their application in the Letter of Bid – Financial Part, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to

adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are submitted and opened at the same time.

14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the BDS.**

14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

(a) For Goods:

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Purchaser's Country vat, sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.9 Deemed Export Benefits

Bidders may like to ascertain availability of excise or other duty exemption benefits, available for contracts financed under World Bank Credits/ Loans. 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 Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with its bid in form at Serial Number 7 of Section IV Bidding Forms. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.

15. Currencies of Bid and Payment

15.1 The Bidder shall quote the Price in Indian Rupees only.

15.2 Not Used.

16. Documents Establishing the Eligibility and

16.1 Not Used.

16.2 To establish the conformity of the Goods and Related

Conformity of the Goods and Related Services

Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

(b) that, if required **in the BDS**, the Bidder is or will be (if

awarded the Contract) represented by an Agent equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria; and

(d) Supplies for any particular item in each schedule of the bid should be from one manufacturer only**.** Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.

18. Period of Validity of Bids

18.1. Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, 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 18.3.

18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, 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.

19. Bid Security

19.1. The Bidder shall furnish as part of the Technical Part of its

Bid, a Bid Security, as specified **in the BDS,** in original form and, in the amount specified **in the BDS.**

19.2. Not used.

19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional bank guarantee issued by a Nationalized/ Scheduled bank located in India;

(b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;

(c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India; or

(d) another security specified **in the BDS**,

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 Bid Security shall be valid for forty five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a Bid Security in accordance with ITB 19.3 shall be rejected by the Purchaser as non-responsive.

19.5. If a Bid Security is specified pursuant to ITB 19.1, 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 49.

19.6. If a Bid Security is specified pursuant to ITB 19.1, 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.

19.7. The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), or any

extension thereto provided by the Bidder; or

(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 35; of

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a Performance Security in accordance with ITB 49.

19.8. The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2 (j).

19.9. Not used.

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid as per details given in ITB 21.

20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business.

20.3 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be uploaded along with the Bid.

20.4 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.

20.5 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

D. Online Submission of Bids

21. Preparation of Bids

21.1. Bids shall be submitted online on the e-procurement system specified in BDS 7.1. 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 works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency of Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The 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, alongwith the bid, otherwise the bid will be rejected.

21.2. The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.

21.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

21.4 Physical, e-mail, Telex, Cable, or Facsimile bids will be rejected as non-responsive.

22. Deadline for Submission of Bids

22.1. Bids must be uploaded online no later than the date and time specified **in the BDS.**

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1. The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

24. Withdrawal, Substitution, and Modification of Bids

24.1. Bidders may modify their bids by uploading their request for modification 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 uploading the request 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).**

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.

24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.7.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

25.1. The Purchaser shall publicly open Technical Parts of all Bids received by the deadline at the date and time specified **in the BDS,** 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 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, the bidders' name and such other details as the Purchaser may consider appropriate shall be notified as Technical Part bid opening summary.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

25.2. The electronic summary of the bid opening will be generated and uploaded online. The Purchaser 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 alternative bids – technical parts if permitted in ITB 13, that are opened at Bid opening shall be considered further for evaluation

F. Evaluation of Bids – General Provisions

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.

26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, 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 Purchaser in the Evaluation of the Bids, in accordance with ITB 35.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the

requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

29. Nonconformities, Errors and Omissions

29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid which do not constitute a material deviation, reservation or omission.

29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission 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.

29.3 Provided that a Bid is substantially responsive, the Purchaser 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 in the manner specified **in the BDS.**

G. Evaluation of Technical Parts of Bids

30. Evaluation of Technical Parts

30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

31. Determination of Responsiveness

31.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

31.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services

specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section IV, shall be treated as non-responsive.

31.3 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB 11 have been provided, and to determine the completeness of each document submitted.

31.3.1 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18). Warranty (GCC Clause 28), Force Majeure (GCC Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

31.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Qualification of the Bidders

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. 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(s) different from the Bidder.

32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

H. Public Opening of Financial Parts of Bids

33. Public Opening of Financial Parts

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

(a) their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their Financial Part of the Bid shall not be opened; and

(c) notify them of the date and time for public opening of the Financial Parts of the Bids.

33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;

(b) their Financial Part of Bid will be opened at the public opening of Financial Parts;

(c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, as **specified in the BDS**.

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. 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 Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

33.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

I. Evaluation of Financial Parts of Bids

34. Evaluation of Financial Parts

34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS;** and the Bid Price as quoted in accordance with ITB 14;

(b) Not used;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) Not used;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and

(f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

34.2 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.

34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.

34.4 The Purchaser's evaluation of a Bid will exclude and not take into account:

(a) in the case of Goods manufactured in India or goods of foreign origin already located in India, vat, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) Not used;

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).

35. Correction of Arithmetical Errors

35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

36. Conversion to Single Currency

36.1 Not applicable**.**

37. Margin of

37.1 Not applicable.

Preference

38. Comparison of Financial Parts

38.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.1 to determine the Bid that has the lowest evaluated cost.

39. Abnormally Low Bids

39.1 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 with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser, unless otherwise **specified in the BDS**, shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

39.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

40. Most Advantageous Bid

40.1 Having compared the evaluated costs of Bids, the Purchaser shall 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:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, bid securities, shall be promptly returned to the Bidders.

42. Standstill Period

42.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is **specified in the BDS.** Where only one Bid is submitted,

the Standstill Period shall not apply.

43. Notice of Intention to Award

43.1 When a Standstill Period applies, it shall commence when the Purchaser has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful, unless the price information in (c) above already reveals the reason;

(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period

J. Award of Contract

44. Award Criteria

44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

45. Purchaser's Right to Vary Quantities at Time of Award

45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

46. Notification of Award

46.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Purchaser shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the

Contract Price").

46.2 At the same time, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Purchaser;

(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) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

46.3 The Contract Award Notice shall be published on a National website (GoI website http://tenders.gov.in) or on the Purchaser's website with free access if available, or in the official gazette.

46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

47. Debriefing by the Purchaser

47.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

1.1 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. In any case, irrespective of the circumstances, all debriefings shall be completed within 10 business days. The Purchaser shall promptly inform, by the quickest

means available, all Bidders of the extended standstill period

1.2 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

1.3 Debriefing of unsuccessful Bidders may be done in writing or verbally. The debriefing will cover only the bid of particular bidder requesting the debriefing, and not the bids of the competitors. The Bidder shall bear its own costs of attending such a debriefing meeting.

48. Signing of Contract

1.4 Promptly upon Notification of Award, the Purchaser shall send the successful Bidder the Contract Agreement.

1.5 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Bidder shall (a) furnish the performance security in accordance with ITB 49; (b) if the successful bidder is a JV (where JVs are permitted), 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 Contract Agreement to the Purchaser along with the documents listed at (a) and (b) above.

1.6 Not applicable

49. Performance Security

1.7 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.

1.8 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 Purchaser may award the Contract to the Bidder offering

the next Most Advantageous Bid.

Section II - Bid Data Sheet (BDS)

The following specific data for the goods 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 : **2026_DOAWB_1314080** The Purchaser is: Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola Tal & Dist Gondia Tel No 8668530275, Email id –mjpfpcl@gmail.com The name of the RFB is: **Supply , Installation , Commissioning and Testing Of Semi Automatic Onion/Chilly Dehydration Unit 1TPH and Slicing Machine** The number and identification of lots (contracts) comprising this RFB is: Single
ITB 1.2(a)	The Purchaser shall use the electronic-procurement system specified in BDS 7.1 to manage this Bidding process.
ITB 2.1	The Borrower is: Government of India. The sub-Borrower is Government of Maharashtra acting through Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project, 270, Sheti Mahamndal Bhavan, Senapati Bapat Road, Gokhale Nagar, Pune -411016. Loan or Financing Agreement amount: **210** million US$ The name of the Project is: Hon. Balasaheb Thackeray Agribusiness and Rural Transformation
ITB 4.1	Joint Venture is NOT ALLOWED
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 7.1	**Electronic – Procurement System** The Purchaser shall use the following electronic-procurement system to manage this Bidding process: **https://mahatenders.gov.in** *under*

	organization – Department of Agriculture -World Bank Tender. The electronic-procurement system shall be used to manage the following aspects of the Bidding process: 1. Issuance of bid document 2. Submission of bids 3. Opening of the bids 4. Issuance of LOA For Clarification of Bid purposes only, the Purchaser's address is: President, Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola Tal & Dist Gondia Mobile No 8668530275 Email id – mjpfpcl@gmail.com clarification should be received by the Purchaser no later than 14 days prior to the deadline for submission of bids. Clarification Pre-bid Queries can be submitted on the email as stated above. No queries will be entertained after the specified date and Time, whatever reason so. The Project will not entertain any queries after due date. Minutes of the meeting including issues raised and the responses given will be uploaded on the e-procurement portal https://mahatenders.gov.in for information of the bidders. No separate communication would be sent. A Pre-Bid meeting shall take place at the following date, time and Place: District Implementation Unit, SMART Project C/o Office- Project Director ATMA, Taluka Beej Gunan Kendra, Near Police Headquarter, Goregaon -Gondia Road, Karanja, Gondia – 441601 Email. - gondia.diu.smart@gmail.com Date: 10/07/2026 Time: 14.00 Hrs
ITB 8.1	The addendum will appear on the e-procurement portal - https://mahatenders.gov.in.
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: **English** All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.

ITB 11.2 (k) & ITB 11.3 (d)	The Bidder shall submit the documents as mentioned in Annexure attached separately.
ITB 12	**Note for Bidders:** Bidders have to submit the bids on the e-procurement portal 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-portal. 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 portal along with the scanned copies of the supporting documents.
ITB 12.3	"NOT APPLICABLE" since the mode of procurement is through e-Procurement.
ITB 13.1	Alternative Bids ***"shall not be*** "considered.
ITB 14.5	The prices quoted by the Bidder **"shall not"** be subject to adjustment during the performance of the Contract.
ITB 14.6	Bid Price : a) The contract shall be for the full quantity/delivery as mentioned in the supply requirement. b) All duties, taxes and other levies payable on the raw materials and components shall be included in the total price but excluding GST. c) The price should inclusive of transportation, loading, unloading, installation, commissioning, training etc. d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. e) The bidder shall submit quote online for all the items. Note: The contract shall be for the all items as described in technical specifications / BOQ. Also, Bidder shall quote rates for all the items mentioned in the BOQ. If bidder failed to quote rate for any or more items given in the BOQ and if bidder is selected, in such case bidder has to complete the all supply & other work of the said item/items without any cost.
ITB 14.7	The Incoterms edition is Latest edition.
ITB 14.8 (a)(iii)	Final Destination (Project Site): Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola Tal & Dist Gondia
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts):[*duration – 5 years required*]

ITB 17.2 (a)	Manufacturer's authorization is: *required as per proforma in Section IV]*
ITB 17.2 (b)	After sales service is: ***"required"*** which shall be provided by the Supplier or alternatively by its Agent.
ITB 18.1	The Bid validity period shall be 90 days.
ITB 18.3 (a)	Not applicable
ITB 19.1	Bid security to be submitted in the Form of bid securing declaration – A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
ITB 19.3 (d)	None
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of**:** *[Power of Attorney / Authorization Letter]*
	D. Online Submission of Bids
ITB 21.1	Class of DSC required is: as required for e procurement portal- https://mahatenders.gov.in
ITB 22.1	The deadline for Bid submission is: Date: 03/08/2026 Time: 14.00 Hrs Bidders shall submit their bids electronically on https://mahatenders.gov.in The electronic bidding submission procedures shall be: Details available on https://mahatenders.gov.in
ITB 24.1	As per the provision of https://mahatenders.gov.in
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The online Bid opening shall take place on: Date: 04/08/2026 Time: 14.00 Hrs
F. Evaluation of Bids – General Provisions	
ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or

	component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
H. Public Opening of Financial Parts of Bids	
ITB 33.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts. In addition to the above the Purchaser shall publish a notice of the public opening of the Financial Parts of the Bid on its website https://mahatenders.gov.in
I. Evaluation of Financial Parts of Bids	
ITB 34.1(a)	Evaluation will be done for all the items together
ITB 34.5	Not Applicable
ITB 39.2	Provisions related to Abnormally Low Bids do not apply.
ITB 40	Contract will be awarded to Lowest evaluated cost. In case of a tie of evaluated L - 1 cost between two or more bidders, bidder whose average turnover for last three financial years is higher shall be awarded the contract.
ITB 42.1 **Standstill Period**	The Standstill Period is 10 Days from the date the Purchaser has transmitted to all Bidders that submitted Bids, the Notification of its Intention to Award the Contract to the successful Bidder.
	J. Award of Contract
ITB 45	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.

[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Most Advantageous Bid

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to 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:

(a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

TECHNICAL PART

1. Qualification (ITB 32)

1.1 Qualification Criteria (ITB 32.1)

The Purchaser shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **If the Bidder is a manufacturer:**

(i) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

Should have achieved in at least one year an annual financial turnover not less than Rs @ 83.00 lakhs in any of the financial years since FY 2022-23 to FY 2024-25

(ii) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

Should have manufactured and sold at least one unit of goods/Machinery/ equipment of same or higher capacity for which this bid is invited in each financial year from 01/04/2022 to 31/03/2025.

(iii) Should have GST registration and status should be Active

(iv) Should not have been black listed, debarred or suspended on the date of bid opening by any of the Government organization, the World Bank Group or any external funded agencies.

(b) **If Bidder is not manufacturer:**

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and

(i) the Bidder Should have satisfactorily supplied & installed similar goods/Machinery/ equipment of at least one unit of goods/Machinery/ equipment of same or higher capacity for which this bid is invited since April 01, 2021 till last date of Bid Submission.
(ii) Should have GST registration and status should be Active
(iii) Should have achieved in at least one year an annual financial turnover not less than Rs @ 83.00 lakhs in any of the financial years since FY 2022-23 to FY 2024-25.

(iv) Should not have been black listed, debarred or suspended on the date of bid opening by any of the Government organization, the World Bank Group or any external funded agencies.

2. The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required equipment, within the specified time of completion, after meeting all their current commitments.

3. Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award;

4. All bids submitted shall also include the following information

(i) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.

(ii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.

(iv) Details of Service Centers and information on service support facilities that would be provided after the warranty period.

Annexure : List of Documents to be submitted in Technical Bid

A. If Bidder is Manufacturer

Sr. No.	List of documents to be submitted	Document page No
1	Payment receipt towards tender fee.	
2	Letter of Bid – Technical Part	
3	Bidder Information Form	
4	Performance Statement in prescribed format	
5	Turnover certificate with UDIN issued by CA in prescribed format	
6	Bid security declaration	
7	Affidavit regarding completeness, correctness and truthfulness of documents	
8	Valid GST registration certificate with Annexure A & Annexure B	
9	Brief write-up with adequate data explaining Technical capacity	
10	Confirmation regarding existence of facilities in Bidders` factory for inspection and testing	
11	Details of service centre & information on service support facilities	
12	Any other required documents	

B. If Bidder is NOT Manufacturer

Sr. No.	List of documents to be submitted	Document page No
1	Payment receipt towards tender fee.	
2	Letter of Bid – Technical Part	
3	Bidder Information Form	
4	Manufacturer`s performance statement (Technical capacity)	
5	Manufacturers` Turnover Certificate (Financial Capacity)	
6	Performance Statement in prescribed format	
7	Turnover certificate with UDIN issued by CA in prescribed format	
8	Bid security declaration	
9	Affidavit regarding completeness, correctness and truthfulness of documents	
10	Valid GST registration certificate with Annexure A & Annexure B	
11	Brief write-up with adequate data explaining Technical capacity	
12	Confirmation regarding existence of facilities in Bidders` factory for inspection and testing	
13	Details of service center & information on service support facilities	
14	Any other required documents	

FINANCIAL PART

2. Margin of Preference (ITB 37) – Not Applicable

3. Evaluation (ITB 30, 31, and 34)

3.1. Evaluation Criteria (ITB 34.5)

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

3.2. Multiple Contracts (ITB 34.3) – *Not Applicable*

3.3. Alternative Bids (ITB 13.1) – *Not Applicable*

Section IV - Bidding Forms

1A. Letter of Bid – Technical Part

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*
RFB No.: 2026_DOAWB_1314080

To: : Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola
Tal & Dist Gondia

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

Conformity: We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods Supply, Installation, Commissioning and Testing of 4 TPH Fully Automatic Rice Mill Machinery

(c) **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(e) **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 13;

(f) **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 Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(g) **State-owned enterprise or institution**: *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*;

(h) **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;

(i) **Purchaser 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;

(j) **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; and

(k) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."

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*]

**: 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.

1B. Letter of Bid - Financial Part

In the form of Excel BOQ

2. 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.: **2026_DOAWB_1314080**
Page _____of_ _____pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *Not Applicable*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ 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 Purchaser 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

2.A Bidder's JV Members Information Form

Not Applicable

Price Schedule Forms

The price schedule in EXCEL FORMAT (BOQ) which is available on http://www.mahatenders.gov.in website should be submitted /uploaded as a part of the bid.

Taxes: The bidder DOES NOT have to quote the GST amount. The amount for all other taxes (except GST), levies, packing, transportation, transit insurance, unpacking, installation etc has to be quoted by the bidder in the price schedules in the relevant column. The client will include the GST amount as applicable in the final contract after discussion during the contract negotiation with the successful bidder.

3. **Price Schedule: For Supply as per Schedule of Requirements:** Not Applicable

4. **Price and Completion Schedule - Related Services-** Not Applicable

5. Forms of Bid Security

FORMAT OF DECLARATION IN LIEU OF EMD/BID SECURITY
(To be submitted on the Bidder's Letter Head)

Date: *[insert date]*

Tender Ref No.: **2026_DOAWB_1314080**

To:

Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola
Tal & Dist Gondia,

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with any CBO or project implementing unit under SMART or various offices under various Government organization / World Bank funded Projects for the period of time of 3 years starting from opening of the financial bids, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have not accepted the correction of the Bid Price pursuant to ITB ; or

(b) during the bid process or after issuance of letter of acceptance or after signing of contract or during the execution of supply of goods , if any information submitted by us found manipulated / hidden /false / mala fide in the bid ; or

(c) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid or any extended date provided by us; or

(d) having been notified of the acceptance of our Bid by the CBO/Purchaser during the period of bid validity,

  (i) fail or refuse to execute the Contract, if required, or

  (ii) fail or refuse to furnish the Performance Security.

Signature:

Name of person signing bid-security declaration:

Designation:

Name of Bidder:

Date:

Bidder's office Seal:

6. Manufacturer's Authorization

*[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.: **2026_DOAWB_1314080**

To:
Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola
Tal & Dist Gondia,

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 Supply , Installation , Commissioning and Testing Of Semi Automatic Onion/Chilly Dehydration Unit 1TPH and Slicing Machine,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]*

7. DECLARATION for Claiming Excise Duty Exemption

Not Applicable

8. Performa FOR PERFORMANCE Statement

[Please see ITB 32 and Section III-
Evaluation and Qualification Criteria]

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

This is to certify that our firm has completed following similar supply contract as on date of submission of bid.

Sr. No	Name and Address of Client	Name of Item supplied	Quantity of item supplied	Supply/ Work Order No & Date	Supply/ Work order Value in Rs.	Supply/ Delivery Completion date
1						
2						
3						

Signature and seal of the Bidder _____

_____

Note: It is necessary to submit supply order, Completion certificate issued by the client and tax invoice copy.

TURNOVER CERTIFICATE ISSUED BY CHARTERED ACCOUNTANT FIRM
(on CA's letter head)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s. (name of bidder) is having registered office at (detailed office address). The turnover of the (name of firm) for the following financial years based on the audited financial Statement is as under.

Sr. No.	Financial Year	Turnover in lakhs
1		
2		
3		

The above information/figures are true and authentic to the best of my knowledge and belief. I/we am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of bid or at any stage, besides liabilities towards prosecution under appropriate law.

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:
(Seal of the Chartered Accountant)

Email id:

UDIN:

Note:

1. *Turnover certificate without UDIN shall be rejected.*
2. *Turnover from unaudited financial statement shall not be considered*
3. *Turnover mentioned in UDIN document available on The Institute of Chartered Accountants of India website and this certificate should be same. If there is any difference in such case turnover available on Institute of Chartered Accountants of India website shall be considered.*

AFFIDAVIT

(On Minimum Rs. 100/- Stamp Paper)

Name of Supply : Supply, Installation, Commissioning and Testing of 1 TPH Semi Automatic Onion/Chilly Dehydration Unit and Slicing Machine

Tender Notice No : **2026_DOAWB_1314080**

I…….. age…….. Address …….. (Authorized signatory to sign the contract), hereby submit, vide this affidavit in truth, that I am the owner of the contracting firm… / authorized signatory and I am submitting
the documents in envelope No.1 for the purpose of scrutiny of the contract. I hereby agree to the conditions mentioned below

4. That I have submitted on line Tender for the Supply, Installation, Commissioning and Testing of 1 TPH Semi Automatic Onion/Chilly Dehydration Unit and Slicing Machine on portal http://mahatenders.gov.in
5. That I have carefully gone through, read, thoroughly studied and understood all terms and conditions, specification included in the tender document. I hereby accept all these conditions. I agree to abide by the terms and condition in the tender document and agree to execute the work as per terms and conditions, specifications laid down in the tender document.
6. That I have furnished bid security declaration
7. I do hereby state on oath that the documents uploaded by in Envelope No. 1 of this tender are true, correct and bonafied. There are no errors and omissions in the uploaded documents.
8. I am liable for action under Indian Penal Code for submission of any false/fraudulent paper / information submitted in Envelope No. 1.
9. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the purchaser /department to verify this statement or regarding my (our) competence and general reputation.
10. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the purchaser.
11. I am neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification and other documents for the project or being proposed as Project Manager for the Contract.
12. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitting by my staff, subletting company or by myself. I will be liable for action under Indian Penal Code.
13. I am liable for action under Indian Penal Code if any paper are found false/fraudulent during contract period and even after the completion of contract (Finalization of Final Bill)
14. I / We……hereby solemnly agree that, I/ We have willingly entered into the contract with purchaser for the Supply, Installation, Commissioning and Testing of 1 TPH Semi Automatic Onion/Chilly Dehydration Unit and Slicing Machine.

Hence this Affidavit.

Place:

Date: Signature of Bidder

(Signed by an Authorized Officer of the Firm)

Section V - Eligible Countries

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

In reference to ITB 4.8 and ITB 5.1, 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) and ITB 5.1: *None*

Under ITB 4.8(b) and ITB 5.1: *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, 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 mis procurement, 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;[2] (ii) to be a nominated[3] 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, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[4] all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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[2] 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.

[3] 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.

[4] 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 2 – Supply Requirements

Section VII - Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 45.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (e.g. EXW — that "delivery" takes place when goods are delivered ***to the carriers****), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).*

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Item no	Name of Goods or Related Service	Unit	Quantity	Place of delivery and installation	Delivery & installation period
1	Supply, Installation, Commissioning and Testing of Semi Automatic 1 TPH Onion/Chilly Dehydration Unit and Slicing Machine	Set	1	Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola Tal & Dist Gondia	88 Days

2. List of Related Services and Completion Schedule

Modify OR Delete as per Requirement

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	**Description of Service**	**Quantity**[1]	**Physical Unit**	**Place where Services shall be performed**	**Final Completion Date(s) of Services**
[insert Service No]	***[insert description of Related Services]*** *[Insert after modifying as appropriate deleting inapplicable items from the following:]*	***[insert quantity of items to be supplied]***	***[insert physical unit for the items]***	***[insert name of the Place]***	***[insert required Completion Date(s)]***
	Performance or supervision of the on-site assembly and/or start-up of the supplied Goods				
	Furnishing of tools required for assembly and/or maintenance of the supplied Goods				
	Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods				
	Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract				

	Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods				

1. If applicable

3. Technical Specifications

*"**Summary of Technical Specifications**. The Goods and Related Services shall comply with following Minimum Technical Specifications and Standards:*

Item No	***Name of Goods or Related Service***	****Technical Specifications and Standards***	***Quantity***
1.	***Weight Measurement Machine***	• Usage/Application- Laboratory • Capacity- 200kg with trolly • Material- ms metal + ss metal • Voltage- 210V • Frequency- 50 Hz • Display- digital • Battery- 4×1.5v 7 AAA • country of origin - made in India • Delivery time- 10 days • WEIGHT-30KG	***1 Nos***
2	***Moisture Meter***	• Product Specifications • Type-Digital • Usage Applications- industrial • Delivery time- 10 days • Warranty- 5 year's • Material- abs • Battery- AAX2 • Weight - 280 • Battery life- 200 hours • Product size dimensions- 180×40×20 • Range-6-99% • Packing Box-Corrugated Box 0.1 1.5 • Least Count- Accuracy, • Large LCD With backlight, LED • Dual Display • Product Description- • Applications • To check moisture and wood • Building material • Fabric • Paper • Powder • For locating water leak behind the walls, above ceiling and below floors. • For wood working, measuring moisture content before finishing and painting process • For textile industry, regular check moisture content of fabrics and leathers	***1 Nos***

		• For printing industry check moisture content before printing and paper	
3	***Aerial drier or hot air fan***	• Usage/Application- Industrial • Pressure - 200-250 PSI • Material- ms • Air Flow- 5600m3/hour • Phase- 1 • Size- 54 inch • Input Power- 230v • Fan type- heavy duty fan • Number of blade- 4 • Finishing- polished • Motor hp- 1 • Warranty- 5 year's	***1 Nos***
4	***Vegetable Cutters***	• Material- stainless steel • Capacity 1 hours- 100 kg • Blades- 8 • Motor phase- 1 • Voltage- 220 v • Frequency- 50Hz • Automatic grade- semi automatic • Phase- 1 • Usage Applications- vegetable cutting • Warranty- 5 year's	***1 Nos***
5	***Slicing & pillaring Machine***	• Motor- 1hp , 1 phase • Material- stainless steel • Capacity- 100 kg hours • Blade - 6 • Voltage- 220v • Frequency- 50Hz • Automatic grade- semi automatic • Warranty- 5 year's • Over All Size (M M)- 1500 x 1800 x 2200	***1 Nos***
6	***130 trays per drier***	• Types- vegetable drier • Design- electric tray type • Automation grade- automatic • Material- ms steel, stainless steel • Country of origin- made in India • Voltage - 440v ,3 phase • Frequency- 50Hz • Warranty- 5 year's • Capacity-1000 kg • Size 2x3 feet, 3 inch depth	***2 Nos***
7.	***One room converted to Oven by insulation & heat Pump***	• Usage Applications- equipment used for storing perishable food items at high temp • Storage Capacity - 5MT • Capacity- 5 ton • Material - Galvanized Iron • Phase Type- 3 phase	***1 Nos***

		• Country of Origin - made in India • Packaging Details • Supply of room Oven System with PUF panels, Doors, Control Panels with Oven accessories • Voltage- 440v, 3 phase • Warranty- 5 year's • Product Description • The purpose of hot rooms expands beyond mere heater. It has to do with cutting waste, preserving product quality and safety, and making sure firms operate successfully	
8.	**Grinder cum pulverising machine (Capacity 1 Ton)**	• Production Capacity- 1ton per day • Operation Mode - semi automatic • Motor Power - 10 hp , 3 phase x2, with Cooling and Air lock • Type of Machine - pulverising • Material of Construction (Contact)- stainless steel 304 • Warranty- 5 year's • Voltage- 440v	***1 Nos***
9.	***Batch Coding & Printing both***	• Ink Type- black • Model Name/Number-B2 • Model/Type - inkjet • Certification - BIS, ROHS • Ink Capacity- 100ml • Number Of Nozzles- 2 • Dimension- 6.3 inch ×3.5 inch • Memory- 64 mb • Nozzle- 60 micron • Printing Area- 12.7 mm • Supply Voltage- 60watt • Weight- 600gm • Display- touch	***1 Nos***
10.	***Packaging & sealing with nitrogen for powder, crystal and gravy.***	• Machine Power- 3 hp, 1 phase • Driven Type - Pneumatic nitrogen automatic • Frequency- 50 Hz • Automation Grade- Automatic • Voltage- 230V • Machine Weight- 300 kg • Material- stainless steel 304 • Country of Origin- made in India • Pouch capacity- 50gm- 1 kg • Driven Type- electric • Usase Type- industrial • Dimensions- 4.6×5.3×8.3ft • Capacity- 10 pouch / min ,255- 385 per / hour • Orientation- vertical • Compressed air - compressor required	***1 Nos***

11.	***Rotary vegetable washing machine***	• Usage/Application- Food Industries • Capacity - 500-1500 kg/hr • Material- stainless steel 304 • Frequency - 50/60 Hz • Power - 1.5 Kw • Voltage- 380 V • Warranty- 5 year's	***1 Nos***
12.	***VACUUM PACKING MACHINE***	• *Sealing Length- 660 mm,* • *Chamber Type - single ,* • *Automation Grade - semi/automatic ,* • *Packaging Type - Vacuum Packaging,* • *Machine Size - 860*780*1020 mm,* • *Capacity - Upto 25 Kg (Depend On Product),* • *Usage/Application - Peanuts, Dry Fruit, Dates, Khakhra, Seeds, Grains, Paneer, Fish, Millets,Pharmaceutical Powder, Sea,* • *Country of Origin- made in India ,* • *Model Name/Number - Vertical Door Type Vacuum Packing Machine,* • *Pump Capacity - 300 LPM to 600 LPM,* • *Packing Cycle - 1 To 2 Cycle/Min (Depend On Product) ,* • *Electrical Material- Digital Electronic Control ,* • *Voltage-230v,* • *Frequency-50/60hz*	***1 Nos***
13.	***Lachha cutting machine***	• Capacity- more than 150-200 kg / hr, • Warranty- 5 year's in motor, • Material- ss steel 304 Food grade, • Country of Origin- made in India, • Delivery time- 15 days, • Voltage- 230v, 1 phase, • Frequency- 50Hz	***1 Nos***
14.	***Powder grinding machine double Chamber adjustable upto 1 MT***	• Motor Power- 5 hp, • Voltage - 415v, 3 phase, • Capacity- 150-200 kg / hr • Material- stainless steel 304 • Blade- 10 bluer Type, • Warranty- 5 year's,	***1 Nos***
15.	***Furniture and Foundation related with machine***		
16.	***Sieving Machine***	3 Hp	*1 nos*
17.	***PH Meter***		*1 nos*
18.	***Testing Lab***	To test dry products	*1 Nos*

19.	***Transportation upto site (Birsola)***		***LUMSUM***
20.	***All Electrical fittings***		***LUMSUM***
21.	***Conveyor and Sorting Machine***	•	
22.	***Blanching Machine***	• 500 KG Per Hour Capacity •	
23.	***Slicing, Dicer & pillaring Machine***	• Motor- 1hp , 1 phase • Material- stainless steel • Capacity- 100 kg hours • Blade - 6 • Voltage- 220v • Frequency- 50Hz • Automatic grade- semi automatic • Warranty- 5 year's • Over All Size (M M)- 1500 x 1800 x 2200	

** Where ISI certification marked goods are available in market, procurement should generally be limited to goods with those or equivalent marking only.*

Note: if any specific brand/model number is mentioned in the specification in such case other equivalent brand/ model no is acceptable to the purchaser

1) Essential spares of machinery like screens and other spares for the smooth functioning of the plant for one year of operation should be supplied.
2) Tools required for the maintenance of machinery should be supplied
3) Appropriate guard for all open drives should be provided for safety
4) The individual machinery should be supplied with an electrical motor and matching starter
5) Provision for starting/ stopping the individual machine of the line should be made available
6) The electrical motor supplied should be from reputed manufacturers having an efficiency of 80% and above
7) Control panel for the entire plant should be provided along with indicator lamps and Voltage
8) The charges for wiring the individual machinery with necessary and regulatory safety features should be included in the scope of the supply.
9) The AMC for the entire plant (after the warranty period) may be indicated
10) Please mention the area required for each line and arrange to provide layout drawing accordingly.
11) Machine is fitted with a Suitable Feed Hopper with a Feed Control device.
12) For silent & smooth operation of the machine reduction Gear box drive is fitted.
13) All the shafts are made of high - Grade Steel.
14) All the electric motors, electric control panel, all platforms, machine accessories, power transmission mechanism, etc. of standard material and size should be provided.
15) Before submitting the bid, bidder may visit the site.

4. Drawings

This bidding document includes *[insert "the following" or "no"]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Nr.	**Drawing Name**	**Purpose**

5. Inspections and Tests

The following inspections and tests shall be performed:

1) Inspection of each Machine and their accessories done by expert appointed by Purchaser
2) Testing of Capacity of Machine and their accessories
3) Step to step training of final product operation of each machine and accessories
4) Final product testing done through expert appointed by Purchaser
5) After manufacture, the supplier shall get each equipment/item of Goods inspected in manufacturer's works and forward to the Purchaser alongwith his letter seeking inspection, a test certificate alongwith guarantee/warranty certificate confirming that the equipment/ Goods conform to contract specifications.
6) Upon receipt of the test certificate, the purchaser or its representative shall arrange for inspection and/or test, of any or all the equipments /Goods prior to issuance of dispatch clearance. In cases where the supplies are received from abroad, the purchaser has the right to waive the pre-dispatch inspection.
7) However, the inspection and dispatch clearance by the Purchaser or the waiver thereof will not prejudice the right of the Purchaser or its consignee to test the equipment/goods on receipt at destination. Upon receipt of the goods at final destination, the Purchaser shall have the right to inspect and/or test the equipment/Goods to confirm their conformity to the contract specifications.
8) If the equipment fails to meet the contract specifications during inspection, whether pre-dispatch or upon receipt of at final destination, the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to ensure that all supplies meet with the specifications specified in the contract.

6.0 Proforma of Certificate for issue by the Purchaser after Successful Installation and Startup of the Supplied Goods

[This is to be attached for supply, erection, supervision of erection and startup contracts only]

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the plant/s as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

   (a) Contract No. _____ dated _____

   (b) Description of the plant _____

   (c) Plant Nos. _____

   (d) Quantity _____

   (e) Rail/Roadways Receipt No. _____ dated _____

   (f) Name of the consignee _____

   (g) Date of startup and proving test _____

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

S. No.	Description	Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. *

or

The supplier has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

(d)

5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.

6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature

_____

Name

_____

Designation with Stamp

_____

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* Explanatory notes for filling up the certificates:

(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.

PART 3 - Contract

Section VIII - General Conditions of Contract

1. Definitions

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

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is India**.**

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as **specified in the SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the **SCC.**

2. Contract Documents

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

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 Appendix to the GCC.

3.2 The Purchaser requires the Supplier 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.

4. Interpretation

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the

Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

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

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

4.6 Severability

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

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association	6.1	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
7. Eligibility	7.1	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	7.2	All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8. Notices	8.1	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term "in writing" means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
9. Governing Law	9.1	The Contract shall be governed by and interpreted in accordance with the laws of the Union of India**.**
	9.2	Not used.
10. Settlement of Disputes	10.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been

given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.1 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).

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Special Conditions of Contract.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per

GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

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

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the SCC.

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

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously

obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements.

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

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme

temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in Schedule of Requirements and **SCC**:

(a) performance or supervision of on-site assembly and/or startup of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall

repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for 5 Year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC.**

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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

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

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

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such

proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

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

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

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

33. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the

Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** Unless otherwise specified in the SCC the Supplier 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) the Purchaser may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

The Purchaser 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 Purchaser; or

(c) improves the quality, efficiency or sustainability of the Goods; or

(d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

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

(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** 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 Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written

amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.

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

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

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

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

37. Export Restriction 37.1 Not applicable.

APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix 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, 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;[5] (ii) to be a nominated[6] 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, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[7] all accounts, records and other documents relating to the submission of bids and

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[5] 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.

[6] 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.

[7] 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.

contract performance, and to have them audited by auditors appointed by the Bank.

Section IX - Special Conditions of Contract

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

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(j)	The Purchaser is Mahatma Jyotiba Fule Farmer Producer Company Ltd Birsola Tal & Dist Gondia
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: Mahatma Jyotiba Fule Farmer Producer Company Ltd Kati Birsola Tal & Dist Gondia Pin 441614
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2010 *[Note: insert another date, if 2010 is not the date of current edition]*
GCC 8.1	For **notices**, the Purchaser's address shall be: Street Address: *Bahekarji Vayasanmukti Kendra,* Floor/ Room number – *FF, Near railway crossing, Ringroad* City: *Gondia* PIN Code: *441614* Country: India Mob: +91-8668530275 Electronic mail address*:* mjpfpcl@gmail.com
GCC 10.2	Disputes shall be settled by arbitration in accordance with the following provisions: Any dispute between the Parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for Settlement by arbitration. Arbitration shall be dealt as per the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto. Arbitration proceedings shall, be held in Gondia…*(Maharashtra*) India

GCC 12.1	The scope of supply for the Goods and Related Services to be supplied shall be as specified below:*[indicate the scope of the supply including the related services below as given in Schedule of Requirements]*
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are given below: Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser: mjpfpcl@gmail.com Address: Bahekarji Vayasanmukti Kendra, Floor/ Room number – FF, Near railway crossing, Ringroad City: Gondia PIN Code: *441614* Country: India Mob: +91-8668530275 (i) Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount; (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; and (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed "shall not" be adjustable.
GCC 16.1	GCC 16.1—Payment shall be made in Indian Rupees, as follows:

	(i) *Advance Payment: 50% of the Contract Price will be paid against a unconditional bank guarantee for the equivalent amount valid until the goods are delivered and installed, and in the form provided in the bidding document (ii) On Delivery: 50% of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. (iii) On Acceptance/ installation: 40% of the Contract Price shall be paid within thirty (30) days after receipt of tax invoice along with acceptance certificate issued by the purchaser's appointed authority. (iv) On final Acceptance: 10% of the Contract Price will be paid after 3 months from the date of installation & commissioning and upon satisfactory performance of the goods. *Note: The amount of advance shall be settled against the first instalment of payment. In case of failure to deliver the goods and other related services, the purchaser (CBO) forfeiture the bank guarantee after receipt of clearance to do so from the project authority.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days. The interest rate that shall be applied as per the Prime Bank lending rate of State Bank of India)
GCC 17	In the case of Excise duty waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in form at serial no.7 of Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits, the purchaser will not compensate the supplier separately.
GCC 18.1	A Performance Security *shall be required.* Performance Security shall be for an amount of (5%) of the contract value, valid up to 45 days after the date of completion of performance obligations including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 45 days over and above the extended warranty period.
GCC 18.3	The Performance Security shall be in the form of: Demand draft drawn in favour of the Purchaser or bank guarantee.

GCC 18.4	Discharge of the Performance Security shall take place not later than 45 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
GCC 18.5	Add as Clause 18.5 to the GCC the following: In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 45 days after the completion of performance obligations including warranty obligations.
GCC 23.2	Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following: (i) Project; (ii) Contract No.; (iii) Supplier's Name; (iv) Packing List Reference Number.
GCC 24.1	The insurance shall be paid in an amount equal to 110 percent of the EXW value of the Goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.
GCC 25.1	The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination, and all related costs shall be included in the Contract Price.
GCC 25.2	Incidental services to be provided are: The cost associated with Supply, Installation, Testing, Commissioning etc. shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: *Carried out as per specifications supplied along with machines.*
GCC 26.2	The Inspections and tests shall be conducted at: Birsola Kati Tal & Dist Gondia
GCC 27.1	The liquidated damage shall be: 0.5% of contract price per week or part thereof.
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the contract price.
GCC 28.3	The period of validity of the Warranty shall be 5 Year from the date of commissioning.

	For purposes of the Warranty, the place(s) of final destination(s) shall be: location of project The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, **or** (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per week.
GCC 28.5 **GCC 28.6**	The period for repair or replacement shall be: 03 days.
GCC 31.1	This clause will apply only to variations in GST payable in India on the final product which is being supplied and not for variations in tax on the individual components/ raw materials which go into the product.
GCC 33.4	Provisions related to Value Engineering do not apply.

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Notification of Award - Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

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

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

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the bidding document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of..... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser**]*** (hereinafter called "the Purchaser"), of the one part, and

(2) *[insert name of Supplier**]***, a corporation incorporated under the laws of *[insert: country of Supplier**]*** and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) this Agreement

   (b) the Letter of Acceptance

   (c) Letter of Bid – Technical Part

   (d) the Letter of Bid – Financial Part and original completed Schedules including Price Schedules

   (e) the Addenda Nos._____(if any)

   (f) Special Conditions of Contract

   (g) General Conditions of Contract

(h) the Specification (including Schedule of Requirements and Technical Specifications)

(i) Joint Venture Agreement [for JVs if permitted]

(j) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness – name, signature, address, date]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness - name, signature, address, date]*

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 Purchaser]*

_____ *[address of Purchaser]*

WHEREAS _____ *[name and address of Supplier[8]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Goods and related 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 guarantee[9]]* _____ *[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.

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[8] *In the case of a JV, insert the name of the Joint Venture*

[9] *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may 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.) 45 days following the Completion date of the Contract including any warranty obligations[10], 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.

[10] Completion date as described in GC Clause 18.4

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 Purchaser]*

_____ *[address of Purchaser]*

_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 16 ("Terms of Payment") of the above-mentioned Contract, _____ *[name and address of Supplier[11]]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee[12]]* _____ *[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 Purchaser]* 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 Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between _____ *[name of Purchaser]* 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.

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[11] In the case of a JV, insert the name of the Joint Venture

[12] 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 Purchaser]* 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.