



**Procurement of Goods
Framework Agreement (FA)
National Open Competitive Procurement**

**Procurement of
*SOLAS COMPLIANT LIFE JACKETS AND
LIFE BUOYS***



GOVERNMENT OF ASSAM

ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY

3rd Floor, Directorate of Inland Water Transport, Assam::Ulubari, Guwahati-781007:: email: dir.iwtds-as@gov.in, Tel: 0361-2462677

PROJECT : ASSAM INLAND WATER TRANSPORT PROJECT

CREDIT NO./ GRANT NO. : IBRD-P4830

NATIONAL OPEN COMPETITIVE PROCUREMENT

FRAMEWORK AGREEMENT(S) FOR GOODS (One-Envelope Bidding Process)

Title: Procurement of SOLAS compliant Life Jackets and Life Buoys.

RFB No.	:	AIWTDS/186/2019/19
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	31 st August,2019
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	20 th September,2019
DATE OF PRE-BID MEETING	:	6 th September,2019
LAST DATE AND TIME FOR SUBMISSION OF BIDS	:	20 th September,2019 TIME 14 00 HOURS
TIME AND DATE OF OPENING	:	20 th September,2019 TIME 16 00 HOURS
OFFICER INVITING BIDS	:	State Project Director Assam Inland Water Transport Development Society
ADDRESS FOR COMMUNICATION	:	Assam Inland Water Transport Development Society, 3rd Floor, Directorate of Inland Water Transport, Assam, Ulubari, Guwahati - 781007,

Summary of contents

Specific Procurement Notice

Specific Procurement Notice - Request for Bids(RFB)

The Specific Procurement Notice template, included in this bidding document, is the notice to be used for a Request for Bids (for Multi-user, Multi-supplier, Closed Panel FA set-up through One Envelope Primary Procurement Bidding Process).

Request for Bids – Goods (One-Envelope Bidding Process)

PART 1 BIDDINGPROCEDURES

Section I Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. It contains details on the submission, opening, and evaluation of Bids received during the Primary Procurement process. It also provides an overview of the Secondary Procurement process for the award of a Call-off Contract(s)once the Framework Agreement(s)is established. This is more fully described in the Framework Agreement. **Section I is to be used without modification.**

Section II Bid Data Sheet (BDS)

This Section includes provisions that are specific to each Primary Procurement process and that supplement Section I, Instructions to Bidders.

Section III Evaluation and Qualification Criteria

This Section specifies the award criteria and methodology to determine which Bidder(s) will be awarded a Framework Agreement(s). The Procuring Agency shall **specify in the BDS** that the Framework Agreement will be a Multi-Supplier, and Single/Multi-User Framework Agreement.

Section IV Bidding Forms

This Section includes the forms for the Bid submission, Letter of Bid, Price Schedules, Bid Security, if applicable, and the Manufacturer's Authorization to be completed and submitted by the Bidder as part of its Bid to be awarded a Framework Agreement.

Section V Eligible Countries

This Section contains information regarding eligible countries.

Section VI Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this Bidding process.

PART 2 SUPPLY REQUIREMENTS

Section VII Schedule of Requirements

This Section includes the List of Goods and Related Services, an estimate of the volume/quantity, Delivery and Completion Schedules, and the Technical Specifications and Drawings that describe the Goods and Related Services to be procured.

PART 3 PROCURING AGENCY'S FORMS

Section VIII Procuring Agency's Forms

This Section includes forms that the Procuring Agency may use in relation to this procurement process, in particular the form for Notification of Award/Letter of Acceptance.

PART 4 FRAMEWORK AGREEMENT FOR GOODS

This Part sets out the provisions of the Framework Agreement that will apply to successful Bids. It includes:

Section A: Framework Agreement Specific Provisions

Section B: Framework Agreement Standard Provisions

Section C: Framework Agreement Definitions

Schedule 1: Schedule of Requirements

Schedule 2: Price Schedules

Schedule 3: Secondary Procurement

Schedule 4: Call-off Contract: General Conditions of Contract (GCC)

Schedule 5: Forms for Call-off Contract

Schedule 6: List of Participating Users

GOVERNMENT OF ASSAM
ASSAM INLAND WATER TRANSPORT PROJECT

Request for Bids to establish Framework Agreement(s) for Goods

(Primary Procurement, One-Envelope Bidding Process)

Framework Agreement Title: Supply of Life Buoy and Life Jacket

Loan No./Credit No. : P4830-IN

RFB Reference No : AIWTDS/186/2019/19

1. The Government of India has applied for financing from the World Bank toward the cost of the Assam Inland Water Transport Project, and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreements(FAs) for Supply of Life Buoy and Life Jacket to be established through this RFB Primary Procurement¹ process.
2. The *Assam Inland Water Transport Development Society* now invites sealed Bids from eligible Bidders for Supply of 7040 nos. of Life Buoy and 75550 nos. of Life Jacket for use Inland Water Transport notified ferry terminal within Assam on the river Brahmaputra and Barak.
3. This is a Multi-User and Multi-Supplier Framework Agreement.
4. On being awarded a Framework Agreement the successful Bidder (FA Holder) is eligible to be awarded a Call-off Contract. The selection of a FA Holder to receive a Call-off Contract will be done through a Secondary Procurement process as defined in Framework Agreement. However, the award of a Framework Agreement shall not impose any obligation on the Procuring Agency, including Participating Users, to purchase Goods under a Call-off Contract. An award of Framework Agreement does not guarantee that a FA Holder will be awarded a Call-off Contract.
5. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.

¹ *The Primary Procurement to conclude a Framework Agreement(s) and the Secondary Procurement to award a Call-off Contract(s) will be governed by the World Bank's Procurement Regulations."*

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6. Under this Primary Procurement process, Bidders may submit Bids for one or both *items*. However, evaluation and award of Framework Agreements will be done individually for each item.
 7. The Framework Agreement shall be established for a Term of 1 year.
 8. This is a Closed Panel Framework Agreement. This means that no new suppliers will be awarded FAs during the Term of the Framework Agreement(s).
 9. Interested eligible Bidders may obtain further information from *Assam Inland Water Transport Development Society, Rahul Ch. Das, ACS, dir.iwtds-as@gov.in* and inspect the Bidding document during office hours *i.e. 10:00 to 17:00 hours* at the address given below:

Assam IWT Development Society, 3rd Floor of Directorate of Inland Water Transport, Assam, Ulubari, Guwahati – 781 007 Email: dir.iwtds-as@gov.in Tel: +91 361 2462677
 10. Bidding documents in English are available for free online at www.assamtenders.gov.in, www.aiwtdsociety.in and www.iwtdirectorate.assam.gov.in. A non-refundable fee of Rs. 1,000/- towards cost of bid document is to be paid at the time of bid submission. The method of payment will be “Demand Draft”/Banker’s cheque payable at Guwahati in favour of **Assam Inland Water Transport Development Society**. Payment documents are to be submitted subsequently along with the complete bid documents as per the procedure described in paragraph 14 below. Bidders will be required to register in the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. The Assam Inland Water Transport Development Society will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
 11. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized 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: www.assamtenders.gov.in. Bids must be submitted online on www.assamtenders.gov.in on or before the deadline for submission of bids, and will be opened online at the specified time and date for opening of bids, as given above. 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.
 12. All Bids must be accompanied by a bid security as specified in the bid document and must be delivered to the address below on or before *14 00 hours on 20th Sept’2019*. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders’ designated representatives who choose to attend, at the address below at *16 00 hours on 20th Sept’2019*.

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13. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the Procuring Agency's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
 14. The bidders are required to submit (a) original payment documents towards the cost of bid document (b) original bid security in approved form, (c) 3nos. of life jacket and Life Buoy as tender sample and (d) original affidavit regarding correctness of information furnished with bid document to "Deputy State Project Director, Assam Inland Water Transport Development Society, 3rd floor, Directorate of Inland Water Transport, Assam, Ulubari, Guwahati - 781007, Assam, India before the opening of the Bid, either by registered post/speed post/courier or by hand, failing which such bids will be declared non-responsive and will not be opened.
 15. A pre-bid meeting will be held on **6th Sept'2019 at 12 00** hours at the office of Assam IWT Development Society, 3rd Floor of Directorate of Inland Water Transport, Assam, Ulubari, Guwahati – 781 007 Email : dir.iwtds-as@gov.in Tel: +91 3612462677 to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 7.2 of the Instructions to Bidders.

16. The address(es) referred to above is (are): *Deputy State Project Director* , Assam IWT Development Society, 3rd Floor of Directorate of Inland Water Transport, Assam, Ulubari, Guwahati – 781 007 ,Email : dir.iwtds-as@gov.in, Tel: +91 361 2462677.

Website : www.aiwtdsociety.in, www.iwtdirectorate.assam.gov.in

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

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 Procuring Agency, as specified **in the BDS**, issues this Request for Bids (RFB) document as part of the Primary Procurement process to establish Framework Agreement(s) for the supply of Goods, and, if applicable, any Related Services, to be awarded under a Secondary Procurement process for Call-off Contract, as specified in Part 4 of this RFB. The name and identification of this RFB are specified **in the BDS**.
- 1.2 Throughout this Bidding document:
 - (a) **“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 Procuring Agency) with proof of receipt;
 - (b) if the context so requires, **“singular”** means “plural” and vice versa;
 - (c) **“Day”** means calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays;
 - (d) **“Addenda”** means a modification, amendment or variation to the Bidding documents made by the Procuring Agency;
 - (e) **“Call-off Contract”** A contract awarded under a Framework Agreement through a Secondary Procurement process, and entered into between the Procuring Agency/Purchaser and a FA Holder/Supplier, for the supply of Goods, which may include Related Services;
 - (f) **“Closed Panel”** Panel means the group of FA Holders/Suppliers that have been awarded Framework Agreements. A Closed Panel means that no new supplier(s) (i.e. a supplier that did not

participate in the Primary Procurement process that established the Framework Agreement) may be added to the Panel during the Term of the Framework Agreement;

- (g) “**Country**” means the Procuring Agency’s and Purchaser’s country;
- (h) “**Framework Agreement (FA)**” is the document set out in Part 4 of this RFB, and means the arrangement signed between the Procuring Agency (in its capacity as a potential Purchaser) and a successful Bidder (a FA Holder in its capacity as a potential Supplier);
- (i) “**FA Holder**” means a successful Bidder that has been awarded a Framework Agreement through the Primary Procurement process;
- (j) “**Goods**” means all goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- (k) “**Multi-User Framework Agreement**” means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;
- (l) “**Multi-Supplier Framework Agreement**” means a Framework Agreement where there is more than one Supplier that has been appointed to the Framework Agreement Panel.
- (m) “**Participating Users**” covers the situation where there is more than one Purchaser. In which case all Participating Users are listed **in the BDS** and Framework Agreement;
- (n) “**Primary Procurement**” means the procurement process followed by the Procuring Agency to establish the Framework Agreement(s) and appoint FA Holders;
- (o) “**Procuring Agency**” means the agency that

manages the Primary Procurement process and establishes the FAs. The Procuring Agency may also be a party to the Framework Agreement (in its capacity as the Purchaser).

- (p) **“Purchaser/User”**, as **specified in the BDS**, means an agency that is permitted to purchase Goods from a FA Holder/Supplier by awarding a Call-off Contract under the Framework Agreement. The term ‘Purchaser/User’ includes all Participating Users (and Procuring Agency, if it is also a User), as listed in Schedule 6 to this Framework Agreement;
- (q) **“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract.
- (r) **“Secondary Procurement”** means the process followed by a Purchaser to select a FA Holder/Supplier, and award a Call-off Contract for the supply of Goods;
- (s) **“Single-User”** means a Framework Agreement where there is only one Purchaser;
- (t) **“Supplier”** means a FA Holder that has been awarded a Call-off Contract through the Secondary Procurement process;
- (u) **“Term”** mean the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the Framework Agreement and granted by the Procuring Agency.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for, or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) 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 decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (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 initial selection process, prequalification process, Bid submission, Proposal submission, Primary Procurement process, award of Framework Agreement, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), 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. Joint ventures are not permitted to bid.
- 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 Procuring Agency regarding this Primary Procurement process; or
- (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Bid; or
- (f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Purchaser or Borrower in implementing the Framework Agreement or a Call-off Contract; 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 Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or (ii) would be involved in the implementation or supervision of such Framework Agreement or Call-off 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 Framework Agreement and/or Call-off Contract.

4.3 A firm that is a Bidder shall not participate in more than one Bid. 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, 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 4.7. 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 a Call-off Contract including Related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, Bid for, propose for, or be awarded a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off 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 Procuring Agency's Country may be eligible to compete and be awarded a Framework Agreement or Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
- (a) are legally and financially autonomous,
 - (b) operate under commercial law, and
 - (c) are not under supervision of the Procuring Agency or a Participating User.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or

services required; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement 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 materials, 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 consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes, 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- Procuring Agency's Forms**PART 4- Framework Agreement (FA)**

Section A: Framework Agreement Specific Provisions

Section B: Framework Agreement Standard Provisions

Section C: Framework Agreement Definitions

Schedule 1: Schedule of Requirements

Schedule 2: Price Schedules

Schedule 3: Secondary Procurement

Schedule 4: Call-off Contract: General Conditions of Contract (GCC)

Schedule 5: Forms for Call-off Contract

Schedule 6: List of Participating Users [*for Multi-User FAs only*]

- 6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Procuring Agency is not part of this Bidding document.
- 6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency 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 Procuring Agency 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 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency's address specified **in the BDS**. The Procuring Agency will respond in writing 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**. The Procuring Agency shall forward copies of its response to all Bidders

who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Procuring Agency shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Procuring Agency shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.

7.2 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing an Addenda.

8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Procuring Agency in accordance with ITB 6.3. The Procuring Agency shall also promptly publish the Addendum on the Procuring Agency's web page in accordance with ITB 7.1.

8.3 To give prospective Bidders reasonable time in which to take an Addendum into account in preparing their Bids, the Procuring Agency 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, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process where mini-competition is used) and the Procuring Agency 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 Procuring Agency, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are

accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Price Schedules:** completed in accordance with ITB 12 and ITB 14;
- (c) **Bid-Security** in accordance with ITB 19.1;
- (d) **Alternative Bid:** deleted;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB17 establishing the Bidder's qualifications to be awarded a Framework Agreement and perform any Call-off Contract if awarded;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
- (i) **Conformity:** documentary evidence in accordance with ITB16 and 30, that the Goods and Related Services conform to the Bidding document; and
- (j) any other document required **in the BDS.**

11.2 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. Letter of Bid and Price Schedules

12.1. The Letter of Bid 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.

13. Alternative Bids

13.1. Deleted.

14. Bid Prices and Discounts

- 14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 If specified in the BDS that Goods may be purchased in lots and items, all lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price for the, lots or items excluding any discounts offered.
- 14.4 The Bidder may quote discounts for bulk purchases (one-off bulk purchases that may be awarded in a Call-off Contract). Discounts may be quoted on a sliding scale (where the greater the bulk purchased the greater the discount). In quoting discounts, the Bidder shall indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed for the duration of the Framework Agreement, and any agreed extension, and not subject to variation on any account, unless otherwise specified **in the BDS**. If in accordance with the BDS, prices quoted by the Bidder shall be fixed, a Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if price adjustment is specified in the BDS, 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 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.
- 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

Procuring Agency. This shall not in any way limit the Purchaser's right to award a Framework Agreement 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 duty etc.) and Goods and Services Tax (GST) and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any GST, and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Holder); and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Holder) 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).

15. Currencies of Bid and Payment

15.1 The Bidder shall quote the Price in Indian Rupees only and all payments shall be made in Indian Rupees only.

16. Documents Establishing the Eligibility and Conformity of Goods

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related 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 acceptance of the Goods by the Purchaser(if a Call-off Contract is awarded to the Bidder as a FA Holder).
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency 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 Procuring Agency'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, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to be awarded a Framework Agreement, and/or to perform any Call-off Contract(s)if awarded, shall establish to the Procuring Agency'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 Procuring Agency's Country;
 - (b) that, if required **in the BDS**, the Bidder (if awarded a

Framework Agreement) will carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in Part 2 Supply Requirements any Call-off Contract awarded; and

- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- (d) supplies for any particular item in each lot of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the lot 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 Procuring Agency in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency 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 specified in the BDS, it shall also be extended for a corresponding period. A Bidder may refuse the request to extend 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 of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the base price for FA shall be determined as follows:
 - (a) in the case of fixed price FAs, the base price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price FAs, 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. BidSecurity

- 19.1. The Bidder shall furnish as part of its Bid, a Bid-Security, as specified **in the BDS**, in original form, in the amount specified **in the BDS**.
- 19.2. 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.

- 19.3. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a Bid Security in accordance with ITB 19.2 shall be rejected by the Purchaser as non-responsive.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, the Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Framework Agreement and furnishing the Performance Security pursuant to ITB 41.
- 19.5. The Bid Security of successful Bidder(s) shall be returned, as promptly as possible, once the successful Bidder(s) sign the Framework Agreement(s), and furnish the required Performance Security.
- 19.6. 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, 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 31; or
- (c) if the successful Bidder fails to:
 - (i) sign the Framework Agreement in accordance with ITB 40; or
 - (ii) furnish a Performance Security in accordance with ITB 41.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids**21. Sealing and Marking of Bids**

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
 - (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “Copies”, all required copies of the Bid; and,
- 21.2. The inner and outer envelopes, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Procuring Agency in accordance with ITB22.1;
- (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

21.3. If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

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

22. Deadline for Submission of Bids

22.1. Bids must be received by the Procuring Agency at the address and no later than the date and time specified **in the BDS**. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

22.2. The Procuring Agency 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 Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective

envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

- (b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

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 or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.6.

25. Bid Opening

25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Procuring Agency shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attend. 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. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding

modification notice contains a valid authorization to request the modification and is read out at Bid opening.

- 25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot if applicable, including any unconditional discounts; the presence or absence of a Bid Security, if required; and any other details as the Procuring Agency may consider appropriate.
- 25.6. Only Bids, modifications and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Procuring Agency attending Bid opening in the manner specified **in the BDS**.
- 25.7. The Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. The Procuring Agency shall prepare a record of the Bid opening that shall include, as a minimum:
 - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (item) if applicable, including any unconditional discounts;
 - (c) the presence or absence of a Bid Security, if one was required.
- 25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation to award Framework Agreements, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Award of the Framework Agreement(s) is transmitted to all Bidders in accordance with ITB 37.
- 26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to award Framework

Agreement(s) may result in the rejection of its Bid.

26.3 Notwithstanding ITB26.2, from the time of Bid opening to the time of Framework Agreement award, if any Bidder wishes to contact the Procuring Agency 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 Bids, and qualification of Bidders, the Procuring Agency 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 Procuring Agency shall not be considered. The Procuring Agency'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 Procuring Agency in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency'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. Determination of Responsiveness

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

29.2 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 Framework Agreement/Call-off Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding document, the Procuring Agency's rights or the Bidder's obligations under the Framework Agreement/Call-off Contract; or

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

29.3 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with ITB16 and ITB17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

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

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any non conformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Procuring Agency 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 of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Procuring Agency 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**.

31. Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and

the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid, and the Bid security may be forfeited in accordance with ITB 19.6.

32. Evaluation of Bids

32.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria in deciding to award a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.

32.2 To evaluate a Bid, the Procuring Agency shall consider the following:

- (a) evaluation will be done for Items or Lots, as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Deleted;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

32.3 The estimated effect of the price adjustment provisions of the Framework Agreement(s) to determine the Contract Price for any Call-off Contract, applied over the Term of the Framework Agreement, shall not be taken into account in Bid evaluation.

- 32.4 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, is specified in Section III, Evaluation and Qualification Criteria.
- 32.5 The Procuring Agency'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, GST and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Bidder;
 - (b) any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in the Bidding documents and/or Framework Agreement.
- 32.6 The Procuring Agency'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 or geographic location. 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 32.2(f).

33. Comparison of Bids

- 33.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 32.2 to determine the ranking of Bids based on the lowest evaluated cost. The comparison shall be on the basis of EXW prices, plus cost of inland transportation and insurance to place of destination, together with prices for any required installation, training, commissioning and other Related Services.

34. Qualification of the Bidder(s)

- 34.1 Before awarding a Framework Agreements, the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the award criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder.
- 34.3 An affirmative determination shall be a prerequisite for award of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.
- 35. Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids**
- 35.1 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the award of Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted including any Bid Security, shall be promptly returned to the Bidders.

F. Award of Framework Agreement

- 36. Framework Agreement Award Criteria**
- 36.1 The Procuring Agency shall specify **in the BDS** and/or Section 36.2 This is a Closed Panel Framework Agreement. New suppliers (those who have not participated in this Bidding process) will not be able to join the Framework Agreement Panel during the Term of the Framework Agreement.
- 37. Notification of Award**
- 37.1 Prior to the expiration of the Bid Validity Period and subject to ITB 35, the Procuring Agency shall transmit to the successful Bidder(s) a Letter of Acceptance, attaching the Framework Agreement for signature by the Bidder.
- 38. No Obligation to Purchase**
- 38.1 The award of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to purchase any Goods under the Framework Agreement. The FA Holder/Supplier has no legitimate expectation of being awarded a Call-off Contract under a Framework Agreement.
- 39. Non-exclusivity**
- 39.1 A Framework Agreement shall not be an exclusive agreement and the Procuring Agency and/or Purchaser(s) reserve the right to procure the same or similar items from other suppliers who are non-FA Holders.

- 40. Signing the Framework Agreement**
- 40.1 Unless another deadline is stipulated in the BDS, the Bidder shall sign, date and return the Framework Agreement, and furnish the performance security in accordance with ITB 41, within twenty-eight (28) days of receipt of the same.
- 40.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all Participating Users.
- 41. Publication of the Framework Agreement Award Notice**
- 41.1 At the same time, the Procuring Agency shall publish the Framework Agreement Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Procuring Agency, and if applicable, all Participating Users;
 - (b) name and reference number of the Framework Agreement 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 there for; and
 - (e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
- 41.2 The Framework Agreement Contract Award Notice shall be published on National website (Government of India website <http://tenders.gov.in>) or on the Procuring Agency's website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency's Country, or in the official gazette.
- 42. Performance Security**
- 42.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Agency, the successful Bidder(s) shall furnish the Performance Security in accordance with Framework Agreement Standard and Specific Provisions Clause 10.
- 42.2 Failure of any successful Bidder to submit the above-mentioned Performance Security or sign the Framework Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security

of such bidder.

G. Secondary Procurement Process

**43. Method and criteria for
Award of Call-off Contract**

43.1 The Procuring Agency shall specify **in the BDS, and the Framework Agreement** (Schedule 3, Secondary Procurement) the Secondary Procurement method(s) that shall apply in selecting a FA Holder and awarding a Call-off Contract.

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 in the BDS shall prevail over those in ITB.

A. General	
ITB 1.1 and 1.2(p)	<p>The Procuring Agency is: <i>Assam Inland Water Transport Development Society, Government of Assam</i></p> <p>The reference number of the Request for Bids (RFB) is: No. AIWTDS/186/2019/19</p> <p>The name of the RFB is: <i>Framework Agreement (FA) for Supply of Life Buoy and Life Jacket</i></p>
ITB 1.2(a)	<p>Electronic –Procurement System (For Primary Procurement Process)</p> <p>The Procuring Agency shall use the following electronic-procurement system to manage this Procurement process: <i>Tenders Assam - Assam Government e-procurement system, www.assamtenders.gov.in.</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <ul style="list-style-type: none"> • <i>Issuing RFB Document</i> • <i>Issuing corrigendum</i> • <i>Submission of bids</i> • <i>Opening of bids</i> • <i>Publication of Contract Award Notice</i>
ITB 1.2 (f)	This Primary Procurement process will establish a Closed Panel Framework Agreement.
ITB 1.2(k)	This Primary Procurement process will establish a “Multi-User Framework Agreement”
ITB 1.2 (l)	This Primary Procurement process will establish a Multi-Supplier Framework Agreement. The maximum number of Suppliers that the Procuring Agency may appoint to the Framework Agreement panel shall be in accordance with the Framework Agreement award criteria specified in ITB 36.1.

ITB 1.2 (m) and (p)	<p>Participating Users</p> <p>The Participating Users that are permitted to purchase under the Framework Agreement is :</p> <ol style="list-style-type: none"> 1. Department of Inland Water Transport, Ulubari, Guwahati-781007, Assam. 2. Boat owners to be covered under an incentivisation scheme launch by Govt. of Assam
ITB 1.2 (u)	<p>Term of Framework Agreement</p> <p>The Framework Agreement shall be established for a Term of 1 year from the commencement date stated in the Framework Agreement.</p>
ITB 2.1	<p>The Borrower is: Government of India</p> <p>Loan or Financing Agreement amount: <i>US\$ 120 million</i></p> <p>The name of the Project is: <i>Assam Inland Water Transport Project</i></p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.</p>
B. Contents of RFB Document	
ITB 7.1	<p>The electronic bidding system www.assamtenders.gov.in provides for online clarifications. A Bidder requiring any clarification of 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 date of pre bid meeting. 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 Documents, the Purchaser shall amend the Bidding Documents 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."</p> <p>Requests for clarification should be received by the Procuring Agency no later than: <i>14 Days before the deadline for submission of Bids.</i></p> <p>Web page: www.assamtenders.gov.in , dir.iwtds-as@gov.in.</p>
ITB 7.2	<p>A Pre-Bid meeting <i>shall</i> take place.</p> <p>Date: 6th Sept' 2019</p>

	<p>Time: 12:00 hours</p> <p>Place: office of Assam IWT Development Society, 3rd Floor of Directorate of Inland Water Transport, Assam, Ulubari, Guwahati – 781 007</p>
C. Preparation of Bids	
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> i. Manufacturer’s authorizations required in the prescribed format. (Certificate of authorized Dealership/Distributorship must be valid at least for 01 years from the date of opening of tender.) ii. Signed and scanned copy of valid type approval certificate issued/attested by DG Shipping, Govt. of India issued to the manufacturer. iii. Signed and scanned copy of PAN, G.S.T certificate & trade license. iv. Specifications, catalogues, brochures, leaflets and other similar documents. v. For proof of requisite experience of SIMILAR work, Signed and scanned copies of following documents must be submitted along with the bid: Contract documents / Work order/purchase order showing details of supply/delivery supported with Completion Certificate issued by PSUs / Govt. organisation / Public limited companies in last three years starting from April 2016. vi. A declaration from the Manufacturer on per month production capacity for Life Buoy and Life Jacket. vii. Valid type approval certificate issued/attested by DG Shipping, Govt. of India for the offered products.
ITB 14.5	The prices quoted by the Bidder shall not be subject to a price adjustment during the Term of the Framework Agreement.
ITB 14.7	The Incoterms edition is: Incoterms 2010 or latest.
ITB 14.8 (a)(iii)	Final Destination (Project Site): IWT notified ferry Terminal within Assam on the river Brahmaputra and Barak which will be specified in each Call-off Contract awarded under the Framework Agreement.
ITB 16.4	Not Applicable
ITB 17.2 (a)	Manufacturer’s authorization is: <i>required</i>
ITB 17.2 (b)	After sales service is: <i>not required</i>
ITB18.1	The Bid validity period shall be 90 days.

ITB 18.3(a)	The Bid price shall be adjusted by the following factor: 1.0007692 per week.
ITB19.1	<p>A Bid Security shall be required.</p> <p>The Bid Security amount shall be as follows :</p> <ol style="list-style-type: none"> 1. For Life Buoys : Rs. 62,000.00 2. For Life Jackets : Rs. 2,83,000.00 <p>Bidder who wishes to offer quote for the both the items, the bid security amount should be equal to the cumulative amounts for both the items.</p>
ITB 19.2 (d)	None
ITB20.1	not applicable
ITB20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Legally valid Power of Attorney on non judicial stamp paper to demonstrate the authority <i>of the signatory to sign the Bid.</i>
D. Submission and Opening of Bids	
ITB22.1	<p>Bidders has to submit their Bids electronically at www.assamtenders.gov.in</p> <p>The electronic Procurement submission procedures shall be:</p> <p>Detailed guidelines for viewing bids and for online submission are given on the website. The Invitation for Bids under this Project is published on this website. Anyone can logon to this website and view the Invitation for Bids and can view for free the details of goods for which bids are invited. However, for online submission of bids, 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 2. 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, along with the bid; otherwise the bid will be rejected.</p> <p>The completed bid comprising of documents indicated in ITB 11 and 12, including the Letter of Bid should be uploaded on the e-procurement portal specified in ITB 7.1, along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document.</p>

	<p>The deadline for Bid submission is:</p> <p>Date: 20th September,2019</p> <p>Time: 14:00 hours</p>
ITB25.1	<p>The Bid opening shall take place at:</p> <p>Street Address: <i>Ulubari</i></p> <p>Floor/ Room number: <i>Third Floor, DIWTA</i></p> <p>City: Guwahati</p> <p>Country: India</p> <p>Date: 20th September,2019 at 16:00 hours</p> <p>In the event of the specified date of the bid opening being declared a holiday by the Purchaser or there are e-procurement system glitches preventing bidders to upload their bids communicated to the Purchaser , the bids shall be opened at the appointed time and location on the next working day.</p> <p>The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Bids, Alternative Bids, if permitted, and discounts, that are opened at Bid opening shall be considered further for evaluation.</p>
ITB25.6	<p>The Letter of Bid shall be numbered and initialed by 3 representatives of the Procuring Agency conducting Bid opening.</p>

E. Evaluation and Comparison of Bids	
ITB 30.3	<p>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 Procuring Agency shall use its best estimate.</p>
ITB 32.2(a)	<p>Evaluation will be done for <i>Items</i></p> <p>“Bids will be evaluated for each item and each Framework Agreement will include the stated item(s) in respect of each successful Bidder.”</p>
ITB 32.6	<p>The consideration of other factors during the evaluation, in addition to the Bid Price quoted, include the factors set out below as more fully described</p>

	<p>in Section III, Evaluation and Qualification Criteria;</p> <p>(a) Deviation in Delivery schedule: Not allowed.</p> <p>(b) Deviation in payment schedule: Not allowed.</p> <p>(c) The cost of major replacement component, mandatory spare parts, and service: <i>No</i></p> <p>(d) The availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid: <i>No</i></p> <p>(e) Life cycle costs: Not allowed.</p> <p>(f) The performance and productivity of the equipment offered: Not allowed.</p>
F. Award of Framework Agreement	
ITB 36.1	<p>Award criteria for a Multi-Supplier Framework Agreement:</p> <p>As part of the evaluation, all Bids shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.</p> <p>The Procuring Agency will award FAs to the Bidders that meet the qualification criteria and whose Bids have been determined to be:</p> <p>(a) substantially responsive to the Bidding document; and</p> <p>(b) using the ranking based on the lowest evaluated cost, select the first ranked Bid through to the ‘4th’ ranked Bid falling within 7% of the lowest evaluated cost(maximum number of Bids). This is subject to the proviso that the Procuring Agency reserves the right to appoint less than the maximum number of Bidders where, for example, an insufficient number of Bids are received, or an insufficient number of Bids meeting the award criteria.</p>
G. Secondary Procurement Process	
ITB43	<p>The Secondary Procurement method for the selection of a FA Holder to undertake a Call-off Contract shall be as follows:</p> <p>Mini-competition among FA Holders:</p> <p>Purchaser will invite competitive quotes from all the FA Holders and award the Call-off Contract based on the lowest evaluated cost. During this process a FA Holder cannot quote more than the price quoted by it during the Primary Procurement Process (as set out in the Framework Agreement, Schedule 2), with the appropriate price adjustment applied at the end of</p>

	<p>each year, if specified in the BDS/Framework Agreement. Repeated failure of a FA Holder to adhere to this provision or non-participation in Secondary Procurement Process may result in termination of its FA Agreement, by the Procuring Agency.</p> <p>Ceiling on Value of Call-off Contracts: the total value of Call-off contracts against the Framework Agreement(s) shall normally not exceed Rs.20.0 crore unless the duration of the framework agreement is extended under ITB 1.2(u)</p>
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Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Procuring Agency shall use for award Framework Agreement(s). The criteria and methodology described is to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this RFB document for the Primary Procurement process.

1. Evaluation of Bids for (ITB 32)

The Procuring Agency shall use the criteria and methodologies described in ITB34 and this Section III, Evaluation and Qualification to determine the Bids that meet the qualification criteria and are substantially responsive to the provisions of the RFB document including but not limited to:

- (a) Eligibility of Bidders;
- (b) Eligibility of Goods and Related Services;
- (c) Fraud & Corruption;
- (d) Bid Security;
- (e) Bid Validity;
- (f) Authorization;
- (g) Conformity;
- (h) Clarification of Bids;
- (i) Bidder's Qualifications to Perform the Framework Agreement;
- (j) Deviations, Reservations, and Omissions;
- (k) Availability in the Procuring Agency's Country of spare parts and after sales services etc.

1.1. Evaluation Criteria (ITB 32.6)

The Procuring Agency's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB32.2(f) and in BDS referring to ITB32.6, using the following criteria and methodologies.

- (a) **Delivery schedule – Not Applicable**
- (b) **Deviation in payment schedule– Not Applicable**
- (c) **Cost of major replacement components, mandatory spare parts, and service: *Not Applicable***
- (d) **Availability in India of spare parts and after sales services for equipment offered in the Bid. *Not Applicable***
- (e) **Life Cycle Costs– Not Applicable**
- (f) **Performance and productivity of the equipment- Not Applicable**
- (g) **Specific additional criteria**

2. Post Qualification Criteria (ITB 34.1)

After determining the substantially responsive Bid(s) which offer the lowest-evaluated cost in accordance with ITB 32 through to the '4th' ranked bids (ITB 36 refers), the Procuring Agency shall carry out the post-qualification of each of these Bidder(s) in accordance with ITB 34, using only the requirements specified. 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):

For Life Buoys :

Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 8 Million.

For Life Jacket :

Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 260 Million.

(ii) **Experience and Technical Capacity**

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

For Life Buoys :

Manufactured and delivered atleast 1300 nos. SOLAS standard Life Buoy having valid type approval certificate issued/attested by DG Shipping, Govt. of India in the last 3 years starting from 1st April 2016

For Life Jacket :

Manufactured and delivered atleast 14000 nos. SOLAS standard Life Jackets having valid type approval certificate issued/attested by DG Shipping, Govt. of India in the last 3 years starting from 1st April 2016.

(iii) **Documentary Evidence**

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

i. The documents mentioned as per ITB 11.1)(b)

If Bidder is not a 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-a.(i), (ii), (iii) and the Bidder shall demonstrate the followings :

(a) **Financial Capability**

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

For Life Buoys :

Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 6 Million.

For Life Jacket :

Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 195 Million.

(b) **Experience and Technical Capacity**

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

For Life Buoys :

Supplied atleast 650 nos. SOLAS standard Life Buoy having valid type approval certificate issued/attested by DG Shipping, Govt. of India in the last 3 years starting from 1st April 2016

For Life Jacket :

Supplied atleast 7000 nos. SOLAS standard Life Jackets having valid type approval certificate issued/attested by DG Shipping, Govt. of India in the last 3 years starting from 1st April 2016.

Note:

Bidder may offers its bid for more than one items provided the bidder meets the qualification criteria for the individual item mentioned above separately. However, to consider the bid eligible for multiple items, the bidder must provide evidence that it meets or exceeds atleast 90% of the sum of all individual requirements for the items being applied for in regard to its qualification, thus qualification criteria listed above shall be cumulative.

If qualification criteria of a bidder meets the qualification criteria for all the individual item mentioned above, however, the bidder does not meet qualification criteria for combination of two(02) items, the bidder may apply for all the items. It will be the absolute discretion of the Procuring Agency to decide the item against which the bid will be considered eligible based

on the suitable permutation and combination depending on the bid of other bidders. Objective of the Procuring Agency will be to get least cost for all the items.

3. Framework Agreement Award Criteria (ITB 36)

As part of the evaluation, all Bids shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.

The Procuring Agency will award FAs to the Bidders that meet the qualification criteria and whose Bids have been determined to be:

- (a) substantially responsive to the Bidding document; and
- (b) using the ranking based on the lowest evaluated cost, select the first ranked Bid through to the '4th' ranked Bid fall within 7% of the lowest evaluated cost (maximum number of Bids). This is subject to the proviso that the Procuring Agency reserves the right to appoint less than the maximum number of Bidders where, for example, an insufficient number of Bids are received, or an insufficient number of Bids meet the award criteria.

Section IV - Bid Forms

Letter of Bid

Primary Procurement - Framework Agreement Goods

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

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

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

Framework Agreement - Goods

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

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Procuring Agency]*

1. **No reservations:** We have examined and have no reservations to the RFB document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Conformity:** We offer to supply in conformity with the RFB document and in accordance with the indicative Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
4. **Bid Price:** The total price of our Bid, excluding any discounts offered in item (g) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in Rs in words and figures]*

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in Rs in words and figures]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in Rs in words and figures]*;
5. **Discounts:** The discounts offered are: *[Specify in detail each discount offered.]*
 - (i) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

6. **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;
7. **Performance Security:** If our Bid is accepted and we are awarded a Framework Agreement, we commit to obtain a performance security in accordance with the bidding document;
8. **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 subcontractor, and meet the requirements of ITB 4.3;
9. **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 Procuring Agency’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
10. **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
11. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

12. **No Binding Contract:** We understand that this Bid, together with your Letter of Acceptance, and the award and execution of a Framework Agreement, shall not constitute a binding contract between us, until a formal Call-off Contract awarded under the Framework Agreement, is prepared and executed;
13. **No exclusivity:** We understand that the award of a Framework Agreement, provides no form of exclusivity between the Procuring Agency/Purchaser to the FA Holder/Supplier. The Procuring Agency/Purchaser is, at all times, entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods which are the same as or similar to the Goods.

14. **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency or Purchaser(s) to purchase any Goods, and/or Related Services from any FA Holder/Supplier during the Term of the Framework Agreement.
15. **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency or Purchaser in respect of the total quantities or value of the Goods that may be ordered by it, or any Participating User(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. In the event that we are a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
16. **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.
17. **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.

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.

Bidder Information Form

Primary Procurement - Framework Agreement Goods

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

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Deleted
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> 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. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Procuring Agency or Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Agency in the Schedule of Requirements.]*

This Price Schedule forms will be available in the www.assamtenders.gov.in under the financial folder. Bidder has to fill and upload BOQ format available in the www.assamtenders.gov.

Price Schedule: For Supply as per Schedule of Requirements

Date: _____ RFB No: _____ Page N° _____ of _____						
1	2	3	4	5	7	8
Line Item N°	Description of Goods	* Delivery Period as defined by Incoterms	Indicative Quantity over FA period and physical unit	Unit price EXW	GST and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.7(a)(ii))	<i>price per line item for inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination specified in BDS</i>
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[inland transportation and other Related Services per unit]</i>
1	Supply of Life Jacket (58360 nos. for Adult & 14590 nos. for Child)	45 Days	75550			
2	Supply of Life Buoy	45 Days	7040			
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>						

* “Delivery Period” is the specified period from the date of formation of a Call-off contract for delivery of the Goods as per the applicable Incoterms.

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

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

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

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

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 31;

or

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

²The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

 [signature, name, and address]

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

³45 days after the end of the validity period of the Bid.

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.: *[insert number of RFB process]*

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently sign a Framework Agreement permitting them to enter into Call-off Contracts for the supply of the Goods.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the Call-off Contract General Conditions of Contract (GCC) (as set out in the Framework Agreement, Schedule 4), with respect to the Goods offered by the above firm.

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]*

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

Section V - Eligible Countries

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

In reference to ITB4.7 and ITB 5.1, for the information of the Bidders, at the present time firms, Goods and Related Services from the following countries are excluded from this procurement process:

1. Under ITB4.7(a) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*.
2. Under ITB4.7(b) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state "none"]*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Line Item N°	Description of Goods	Indicative Quantity required over FA Term	Physical unit	Likely Destination (Project Site)	* Likely Delivery Date (as per Incoterms)	Bid Security in Rs.
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days from placing the Call-off Contract]</i>	
1	Supply of Life Jacket (58360 nos. for Adult & 14590 nos. for Child)	75550	Nos.	At IWT notified ferry Terminal within Assam on the river Brahmaputra and Barak	45 Days	283,000.00
2	Supply of Life Buoy	7040	Nos.	At IWT notified ferry Terminal within Assam on the river Brahmaputra and Barak	45 Days	62,000.00

* “Delivery Period” is the specified period from the date of formation of a Call-off contract for delivery of the Goods as per the applicable Incoterms.

3. Technical Specifications

Detailed Technical Specifications and Standards:

All life jackets and life buoy must be complaint to the SOLAS Specification/Standard.

Life Jacket (For Adult)

- Weight of User : Upto 140 KG with a chest girth of 175 cm.
- The Jacket shall be foam field having buoyancy >150N
- Floating Pads: 4 nos. at front & 2 nos. at back side with additional neck support.
- Made of soft polythene with highly visible Orange Colour fabrics fitted with 3 m Retro-Reflective tapes and whistle.

Life Jacket (For Children)

- Weight of the User : 15KG to 43 KG.
- The Jacket shall be foam field having buoyancy >88 N
- Floating Pads: 4 nos. at front & 2 nos. at back side with additional neck support.
- Made of soft polythene with highly visible Orange Colour fabrics fitted with 3 m Retro-Reflective tapes and whistle.

Life Buoy

Life Buoy- with 30 m rope.

- Durable, Highly visible Orange colour synthetic material with reflective tape.
- Buoyancy > 150N
- Outer diameter \leq 800 mm.
- Inner diameter 400 to 450 mm.
- Thickness \geq 100 mm.
- Weight 2.5 to 4.5 Kg
- No moisture absorption & non Inflammable
- Rope Diameter 9.5 mm dia

4. Drawings

This RFB document includes *no* drawings.

5. Inspections and Tests

The inspections and tests shall be performed as per the Resolution MSC.81(70), MSC.200(80), MSC.218(82), MSC.201(81), MSC.207(81) of IMO's Recommendation on testing of life-saving appliances. **Valid Type approval certificate issued/attested by DG Shipping, Govt. of India of such test and inspection must be submitted along with the bid on e-portal.**

PART 3–Procuring Agency's Forms

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 Procuring Agency]*

_____ *[address of Procuring Agency]*

WHEREAS _____ *[name and address of Supplier]* (hereinafter called "the Applicant") has undertaken, in pursuance of Framework Agreement No. _____ dated _____ to execute _____ *[insert brief description of Goods and related Services]* (hereinafter called "the Framework Agreement ");

AND WHEREAS it has been stipulated by you in the said Framework Agreement 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 Framework Agreement;

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 guarantee⁷]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Framework Agreement or of the Goods and related Services to be supplied thereunder or of any of the

⁷An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Framework Agreement 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 Framework Agreement including any warranty obligations⁸, 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.

⁸ Completion date as described in FA Standard Provisions Clause 10

Notification of Award / Letter of Acceptance Framework Agreement for Goods

[Use letterhead paper of the Procuring Agency]

[Date]

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

Notification of Award of Framework Agreement Framework Agreement No. *[insert FA reference number]*

This is to notify you that your Bid dated *[insert date]* to be awarded a Framework Agreement in relation to the supply of *[insert short title for Goods]* is hereby accepted by our Agency.

Please sign and date both copies of the attached Framework Agreement, and return to us in the envelope provided.

Signature of authorized signatory: _____

Name of signatory: _____

Title of signatory: _____

Name of Procuring Agency: _____

Attachment:

Framework Agreement x 2

PART 4–Framework Agreement

Framework Agreement

Supply of Goods

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Framework Agreement for the supply of Goods

[This form is to be completed by the Procuring Agency in accordance with the instructions]

‘Procuring Agency’	Assam Inland Water Transport Development Society having its principal place of business 3rd floor, Directorate of IWT, Ulubari, Guwahati, Assam responsible for managing and administering the Framework Agreement, acting in its own right as a ‘Purchaser’, and acting for and on behalf of the other Participating Users listed in Schedule 6.
‘Participating User(s) or ‘Purchaser(s)’	The Participating User(s) or Purchaser(s) permitted to purchase under the Framework Agreement are listed in Schedule 6. The Procuring Agency may modify this list of Users as and when required without any reference to the FA Holders (Suppliers).
FA Holder/ Supplier	<i>[insert name of the successful bidder]</i> , a corporation incorporated under the laws of <i>[insert the country where the Supplier is domiciled]</i> and having its principal place of business at <i>[insert Supplier’s address]</i> (Supplier)
Commencement Date	<i>[insert the date when signed by both Parties]</i>
Type of Goods	Life Jackets and/or Life Buoys
FA Reference No.	<i>[insert Purchaser’s reference number for Framework Agreement]</i>

Framework Agreement

This Framework Agreement is made, on the date set out above, between:

- a. **the Procuring Agency**, being the Purchaser acting for and on behalf of the Participating Users listed in Schedule 6 and responsible for the ongoing management and administration of this Framework Agreement, and
- b. **The Supplier.**

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any Variation(s).

This Framework Agreement establishes a standing offer by the FA Holder/Supplier to supply the specified Goods to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through Call-off Contract(s).

This Framework Agreement, including the Call-off Contract General Conditions and Special Conditions of Contract, shall govern the relationship between the Parties, and any Call-off Contract(s).

Provisions

The Purchaser(s) and the FA Holder/Supplier agree that the following provisions apply to this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Section A: Framework Agreement Specific Provisions(FA Specific Provisions)

Section B: Framework Agreement Standard Provisions(FA Standard Provisions)

Section C: Framework Agreement Definitions

Schedule 1: Schedule of Requirements

Schedule2: Price Schedules

Schedule 3: Secondary Procurement

Schedule 4: Call-off Contract: General Conditions of Contract (GCC)

Schedule5: Forms for Call-off Contract

Schedule6: List of Participating Users

EXECUTION

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of India on the [insert number] day, of [insert month], [insert year], as follows:

Signed by the [Procuring Agency] in its own capacity, and on behalf of all Participating Users:

Signed: [place for person to sign the document]

Full name: [type name of person signing]

Agency: [insert the name of agency]

In the capacity of: [type the title, position or authority to sign]

Signed on behalf of the FA Holder/Supplier:

Signed: [place for person to sign the document]

Full name: [type name of person signing]

In the capacity of: [type the title, position or authority to sign]

Section A: Framework Agreement Specific Provisions (FA Specific Provisions)

<p>1. Procuring Agency's Representative and address for Notices Section B: FA Standard Provision 5</p>	<p>1.1 The name and contact details of the Procuring Agency's representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name: Shri Rahul Ch. Das, ACS Title/position: Deputy State Project Director Address: Assam IWT Development Society, 3rd Floor of Directorate of Inland Water Transport, Assam, Ulubari, Guwahati – 781 007 Phone: +91 361 2462677 E-mail: dir.iwtlds-as@gov.in</p> <p>1.2 The Representatives for all other Participating Users are listed in Schedule 6 to this Framework Agreement.</p>
<p>2. Supplier's Representative Section B: FA Standard Provision 5</p>	<p>2.1 The name and contact details of the Supplier's (FA Holder's) Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name: Title/position: Address: Phone: Mobile: E-mail:</p>
<p>3. Documents comprising this Framework Agreement</p>	<p>3.1 This Framework Agreement shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>3.2 This Framework Agreement comprises the following documents:</p> <ol style="list-style-type: none"> a. Framework Agreement, including all Sections, Schedules and Changes to standard provisions b. Notification of Award/ Letter of Acceptance (from Primary Procurement process)

	c. Letter of Bid(from Primary Procurement process)
4. Order of precedence	<p>4.1 In the event of conflicts or discrepancies between the parts of, or documents forming, the Framework Agreement, interpretations shall be based on the following descending order of precedence:</p> <ul style="list-style-type: none"> a. any Change(s) to the Framework Agreement b. Section A: Framework Agreement Specific Provisions c. Section B: Framework Agreement Standard Provisions d. Section C: Definitions e. Schedule 3: Secondary Procurement and awarding a Call-off Contract f. Schedule 5: Forms for Call-off Contracts g. Letter of Acceptance(from Primary Procurement process) h. Letter of Bid(from Primary Procurement process) i. Schedule 1: Schedule of Requirements j. Schedule 2: Price Schedules k. any other Sections or Schedules to this Framework Agreement.
5. Term Section B: FA Standard Provisions4. a.	5.1 The Term of this Framework Agreement is 1 years. The Term begins on the Commencement Date (stated above) and ends at midnight on [<i>insert the end date{day, month, year}</i>].
6. Term extension(s) Section B: FA Standard Provision 4.b.	6.1 Not Applicable
7. Goods Section B: FA Schedule 1	7.1 This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of Life Buoy and life jacket. The Goods, and Related Services, are more fully described in Schedule 1 including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
8. Closed Panel	8.1 This is a Closed Panel Framework Agreement. No new suppliers will be awarded FAs during the Term of the Framework Agreement(s).
9. Single/Multi-User	9.1 “This is a Multi-User Framework Agreement. All Participating Users are listed at Schedule 6.
10. Performance Security	10.1 (a) A Performance Security shall be required. The amount of Performance Security shall be <i>10% of the contract value</i> ,

<p>Section B: FA Standard Provision 9</p>	<p>valid up to 45 days after the date of completion of performance obligations under the FA and all call-off contracts including warranty obligations.</p> <p>(b) The Performance Security, if required, shall be in the form of a “Bank Guarantee” or “a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order” drawn in favour of the Procuring Agency. If it is in the form of a bank guarantee, it shall be in the Performance Security Form included in Section VIII Procuring Agency’s Forms.</p> <p>(c) The Performance Security shall be discharged by the Procuring Agency 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 FA and all call-off contracts including warranty obligations.</p> <p>(d) 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.</p>
<p>11. Language Section B: FA Standard Provision 11</p>	<p>11.1 The language of this Framework Agreement, and any Call-off Contract is English.</p>
<p>12. In-eligible countries Section B: FA Standard Provision 12</p>	<p>12.1 Only eligible Suppliers, Goods and Related Services are permitted under this Framework Agreement, and any Call-off Contract. At present time, there are no in-eligible countries.</p>
<p>SECONDARY PROCUREMENT</p>	
<p>13. Contract Price Section B: FA Standard Provision 6</p>	<p>13.1 The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be based on a Mini-competition among FA Holders.</p> <p>a. Purchaser will invite competitive quotes from all the FA Holders and award the Call-off Contract based on the lowest evaluated cost. During this process a FA Holder cannot quote more than the price quoted by it during the Primary Procurement Process (as set out in the Framework Agreement, Schedule 2), with the appropriate price adjustment applied at the end of each year, if specified in the Framework Agreement.</p> <p>b. Repeated failure of a FA Holder to adhere to this provision or non-participation in Secondary Procurement Process may result in termination of its FA Agreement, by the</p>

	Procuring Agency.
14. Price adjustment	14.1 “No price adjustment is permitted under this Framework Agreement.”

Section B: Framework Agreement Standard Provisions(FA Standard Provisions)

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Section B

Framework Agreement Standard Provisions

1. FA Holder's appointment

- a. The Procuring Agency appoints the FA Holder as a potential supplier of Goods under this Framework Agreement. The FA Holder is eligible to be considered for the award of a Call-off Contract during the Term of this Framework Agreement.

2. FA Holder's obligations

- a. The FA Holder shall continue to offer for supply, to the Purchaser, for the Term of this Framework Agreement, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements.
- b. The FA Holder undertakes to supply the Goods under a Call-off Contract placed with the FA Holder by the Purchaser. The Goods supplied must be:
 - i. of the exact quality, type and as otherwise specified in the Framework Agreement, Schedule 1
 - ii. at the Contract Price specified in the Call-off Contract, and
 - iii. in such quantities, at such times and to such locations as specified in the Call-off Contract.
- c. The FA Holder agrees that the Call-Off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and any Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods and Related Services, if any. The FA Holder agrees that it will not, in its dealings with the Purchaser, seek to impose or rely on any other contractual terms which in any way vary or contradict the relevant Call-off Contract General and Special Conditions of Contract.

3. No obligation, expectation or exclusivity

- a. The FA Holder acknowledges that:
 - i. There is no obligation on the Procuring Agency or Purchaser(s) to purchase any Goods from the FA Holder during the Term of this Framework Agreement.
 - ii. No undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it under this Framework Agreement. The FA Holder acknowledges and agrees that it has not entered into this Framework

Agreement on the basis of any such undertaking, statement, promise or representation.

- iii. In entering this Framework Agreement, no form of exclusivity has been granted by the Procuring Agency to the FA Holder. The Purchaser is, at all times, entitled to enter into other contracts and agreements with other FA Holders for the provision of any or all goods which are the same as or similar to the Goods and any Related Services, described in Schedule 1.

4. Term

- a. This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement shall continue until the end of the Term.
- b. Where permitted in the Framework Agreement Specific Provisions the Term may be extended, at the Procuring Agency's sole discretion, and where there has been satisfactory performance by the FA Holder provided that the total Term of the Framework Agreement shall be no longer than initial Term plus two years.

5. Representative

- a. Each Party shall appoint and retain a Representative who shall be the primary point of contact for the other Party in relation to matters arising from this Framework Agreement. Should the Representative be replaced, the Party replacing the Representative shall promptly inform the other Party in Writing of the name and contact details of the new Representative. Any Representative appointed shall be able to make decisions on the day to day operation of the Framework Agreement. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Procuring Agency's Representative.

6. Contract Price

- a. The Contract Price for each Call-Off Contract, shall be calculated in accordance with the provisions of the Framework Agreement Schedule 2, or where this Framework Agreement permits the selection of a Supplier through a Secondary Procurement method based on competitive quotes, the price will be the lowest evaluated quote. Where the competitive quote method is used, FA Holders shall not quote a price that is greater than the price described in the Framework Agreement Schedule 2, as adjusted, if applicable, by the price adjustment formula described in the Framework Agreement, Section A. FA Holder may quote a price that is lesser than the price described in the Framework Agreement Schedule 2, (as adjusted, if applicable, by the price adjustment formula described in the Framework Agreement, Section A). The agreed Contract Price shall be stipulated in each Call-off Contract.

7. Conflict of interest

- a. The FA Holder shall take appropriate steps to ensure that the FA Holder, including its employees and subcontractors, is not placed in a position where, in the reasonable opinion of the Procuring Agency or Purchaser, there is, or may be, an actual conflict, or

a potential conflict, between the pecuniary or personal interests of the FA Holder, or its employees and subcontractors, and the duties owed to the Procuring Agency and Purchaser under the provisions of this Framework Agreement. The FA Holder will disclose to the Procuring Agency and Purchaser full particulars of any such conflict of interest which may arise.

8. Relationship between the Parties

- a. Each of the Parties is independent of the other and nothing contained in this Framework Agreement shall be construed to imply that there is any relationship between the Parties of partnership, or of principal/agent, or of employer/employee. There is no contractual relationship between the Parties, unless and until, a Call-off Contract is signed by both Parties. Accordingly, neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Framework Agreement.

9. Performance Security

- a. If required as specified in the Framework Agreement Specific Provisions, the successful bidder shall, within twenty-one (21) days of the Letter of Acceptance for FA, provide a performance security for the performance of the FA and the call-off contracts, in the amount specified in FA Specific Provisions.
- b. The proceeds of the Performance Security shall be payable to the Procuring Agency as compensation for any loss resulting from the successful bidder's (FA Holder's) failure to complete its obligations under the Framework Agreement and any Call-off contracts.
- c. The Performance Security, if required, shall be denominated in Indian Rupees; and shall be in one of the format stipulated by the Procuring Agency in the Framework Agreement Specific Provisions.
- d. The Performance Security shall be discharged by the Procuring Agency and returned to the successful bidder (FA Holder) not later than twenty-eight (28) days following the date of Completion of the FA Holder's performance obligations under the Framework Agreement and all Call-off Contracts, including any warranty obligations, unless specified otherwise in the FA Specific Provisions.

10. Non-waiver

- a. Subject to paragraph 10.b of this Section, below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any provision of this Framework Agreement or any of the terms and conditions of a Call-off Contract, or the granting of time by either Party to the other, shall prejudice, affect, or restrict the rights of that Party under this Framework Agreement or a Call-off Contract. Neither shall any waiver, by either Party, of any breach of this Framework Agreement or any Call-off Contract, operate as waiver of any subsequent or continuing breach of this Framework Agreement or any Call-off Contract.

- b. Any waiver of a Party's rights, powers, or remedies under this Framework Agreement or any Call-off Contract must be In Writing, dated, and signed by the authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

11. Language

- a. This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency/Purchaser and FA Holder/Supplier, shall be written in the language specified in the Framework Agreement, Section A. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off 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 this Framework Agreement, and any Call-off Contract, this translation shall govern.
- b. The FA Holder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

12. Eligibility

- a. The FA Holder/Supplier and its subcontractors, shall have the nationality of an eligible country. A FA Holder/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.
- b. 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 provision, 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.
- c. If applicable, in-eligible Countries are listed in the Framework Agreement, Section A.
- d. To continue to be eligible under this Framework Agreement the FA Holder must not have 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 World Bank Group's Sanctions Framework as described in Section B, Framework Agreement Standard Provisions. Where the FA Holder/Supplier has been so sanctioned it will be ineligible for the duration of the period of time as the Bank shall have determined.

13. Notices

- a. Any notice given by one Party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the Framework Agreement, Section A. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

14. Fraud and Corruption

- a. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures, as described in the World Bank Group's Sanctions Framework, and more fully described in the Appendix to Schedule 4, Call-off Contract: General Conditions of Contract (GCC).
- b. The Procuring Agency requires the FA Holder/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 Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount, and the purpose of the commission, gratuity or fee.

15. Records, inspections and audit

- a. The FA Holder shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant communications, time changes and costs.
- b. The FA Holder shall permit, and shall cause its subcontractor(s) and their personnel, if any, to permit, the Bank and/or persons appointed by the Bank, to inspect the site and/or the accounts and records relating to the Framework Agreement, and/or any Call-off Contract(s) awarded under the Framework Agreement, in relation to the procurement process, selection, contracting, execution or implementation, and to have such accounts and records audited by auditors appointed by the Bank, if requested by the Bank. Acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice and may result in the termination of this Framework Agreement, or any Call-off Contract (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

16. Confidential Information

- a. The Procuring Agency/Purchaser and the FA Holder shall keep confidential and shall not, without the consent in writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either Party in connection with the Framework Agreement.
- b. The obligation of a Party under paragraph 16.a. above, shall not apply to information that:
 - i. the Procuring Agency/Purchaser or FA Holder need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract
 - ii. now, or in future, enters the public domain through no fault of that Party
 - iii. 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
 - iv. otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

17. Governing Law

- a. This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of India.

18. Change to the Framework Agreement

- a. Any Change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A Change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

19. Termination of the Framework Agreement

- a. The Procuring Agency may terminate this Framework Agreement immediately, by notice in Writing to the FA Holder, if:
 - i. in the judgement of the Procuring Agency, the FA Holder has engaged in Fraud and/or Corruption, as described in the World Bank Group's Sanctions Framework, and set out in the Appendix to Schedule 4, Call-off Contract General Conditions of Contract, has been sanctioned by the Bank in relation to Fraud and Corruption, or
 - ii. during the Term of the Framework Agreement, the FA Holder (including any subcontractor), Goods and/or Related Services become in-eligible, in breach of paragraph 13 of this Section, or
 - iii. the FA Holder purports to assign, sub-contract, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, in breach of paragraph 2of this Section, or
 - iv. the FA Holderbecomes bankrupt or otherwise insolvent.
 - v. the FA Holder fails to adhere to the FA provision that in the Secondary Procurement process, the FA Holdercannot quote more than the price quoted by it during the Primary Procurement Process with the appropriate price adjustment applied.
 - vi. the FA Holder is in breach of Call-off Contracts issued under FA
- b. The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice in writing sent to the FA Holder, at any time, for its convenience.
- c. A notice of termination under sub-paragraphs 19.a and 19.b shall specify the grounds for the termination and the date upon which the termination becomes effective.

20. Consequence of expiry or termination

- a. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract.

21. Dispute resolution in relation to this Framework Agreement

- a. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

22. Provisions that remain in force

- a. The provisions, that by their nature shall remain in force on expiry or termination of this Framework Agreement, include:
 - i. Section C: Definitions
 - ii. Section B, paragraph 2 FA Holder's/Supplier's Obligations (for completing obligations under call-off contracts)
 - iii. Section B, paragraph 15 Records, inspections and audit
 - iv. Section B, paragraph 16 Confidential Information
 - v. Section B, paragraph 17 Governing Law
 - vi. Section B, paragraph 18 Termination of the Framework Agreement
 - vii. Section B, paragraph 21 Dispute resolution in relation to this Framework Agreement.

Section C: Framework Agreement Definitions

<p>In this Framework Agreement the following defined terms shall have the following meanings, other than in relation to a Call-off Contract. The definitions and interpretations that apply to a Call-off Contract are set out in the Framework Agreement, Schedule 4 (GCC).</p>	
Bank	IBRD and/or IDA, whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.
Business Day	A Business Day is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency's official public holidays.
Call-off Contract	A contract awarded under this Framework Agreement, and entered into between the Purchaser and Supplier, for the supply of Goods, and any Related Services.
Call-off Contract General Conditions of Contract (GCC)	The Call-off Contract terms and conditions for supply of the Goods, as set out in the Framework Agreement, Schedule 4, forming part of a Call-off Contract. These conditions may be supplemented by the Call-off Contract Special Conditions of Contract, as set out in the Call-off Contract and any Variations to the Framework Agreement or Amendments or Change Orders to the Call-off Contract.
Call-off Contract Special Conditions of Contract (SCC)	The specific terms and conditions that apply to an individual Call-off Contract, as described in the Call-off Contract as Special Conditions of Contract. These Special Conditions supplement and/or modify the Call-off Contract General Conditions of Contract as set out in the Framework Agreement, Schedule 4.
Closed Panel	Where there can be no new firms awarded a Framework Agreement during the Term of the Framework Agreement.
Commencement Date	Means the date this Framework Agreement is signed by both the parties, being the commencement of the Term.
Confidential Information	Information, data and material which is commercially sensitive or confidential to either Party, and which either Party may receive or obtain in connection with the conclusion and/or operation of this Framework Agreement.
Contract Price	The price that is payable to the Supplier by a Purchaser under any Call-off Contract for the full and proper performance by the Supplier of its obligations under such contract. The Contract Price is calculated in

	accordance with the Standard and Specific provisions of the Framework Agreement, Provision 6.
Day	Means calendar day, unless otherwise specified as “Business Day.”
Framework Agreement	Means this Agreement, including all Sections, Schedules and Changes to standard provisions.
Framework Agreement Specific Provisions	The particular provisions that apply to this Framework Agreement, as set out in the Framework Agreement, Section A.
Framework Agreement Standard Provisions	The standard provisions that apply to all similar Framework Agreements, as set out in the Framework Agreement, Section B.
Fraud and Corruption	Fraud and Corruption provisions applicable to this Framework Agreement and all Call-off contracts, as detailed in Section VI – Fraud and Corruption.
Goods	All goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under this Framework Agreement. Details of such Goods, and Related Services, are set out in Schedule 1 and described in the Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
In Writing	This means communicated or recorded in written form with proof of receipt. It includes, for example: mail, e-mail, or fax.
Incoterms	The international commercial terms published by the International Chamber of Commerce (ICC).
Invitation to Quote (ITQ)	A method of Secondary Procurement using mini-competition. FA Holders are invited to quote for a specific contract and are encouraged to submit competitive pricing. The lowest conforming quote, not exceeding the adjusted base price in the framework agreement, is selected as the successful Supplier, who is awarded a Call-off Contract.
Parties	The Parties to the Framework Agreement are the Procuring Agency and the FA Holder (Supplier).
Participating User	Agencies that are permitted to purchase Goods under a Call-off Contract. They are listed in a Schedule to this Framework Agreement. They are represented in the management and administration of the Framework Agreement by the Procuring Agency.

Purchaser	The agencies that purchase Goods from the Supplier under a Call-off Contract awarded under this Framework Agreement. The term 'Purchaser' includes all Participating Users (and Procuring Agency, if it is also a User) as listed in the relevant Schedule to this Framework Agreement.
Related Services	The services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Call-off Contract.
Representative	The person named in the Framework Agreement who has authority to act on behalf of the Procuring Agency, or Supplier in relation to the Framework Agreement.
Secondary Procurement	The method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
Supplier	The firm that has been awarded this Framework Agreement to supply Goods to the Purchaser under a Call-off Contract awarded under this Framework Agreement. For the purpose of interpretation, Supplier can mean the firm that has been awarded the Framework Agreement, or the supplier of the Goods, as is appropriate.
Term	The duration of this Framework Agreement as described in the Framework Agreement, Section A starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the Framework Agreement, Section A.
Change	A variation, modification, amendment, deletion or addition to this Framework Agreement, including its Sections and/or Schedules, agreed between the Procuring Agency and the Supplier In Writing.

SCHEDULE 1: Schedule of Requirements

[Life Jackets and Life Buoy compliant to SOLAS standard/Specification and certified by MMD]

Contents

1. List of Goods
2. List of Related Services
3. Technical Specifications
4. Drawings
5. Inspections and Tests

SCHEDULE 2: Price Schedules

Contents

1. Price for Goods for supply as per Schedule of Requirements
2. Price for Related Services

SCHEDULE 3: Secondary Procurement

1. Secondary Procurement method(s)

The following Secondary Procurement method will be used by the Purchaser to select a Supplier and award a Call-off Contract under this Framework Agreement.

<p>1. Secondary Procurement method(s)</p>	<p>1.1 The Secondary Procurement method that applies to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is:</p> <p>a. <i>Competitive quotes under Mini Competition</i></p>
<p>2. Competitive Quotes</p>	<p><u>Secondary Procurement: Competitive Quotes</u></p> <p>2.1 <i>The Purchaser will prepare an Invitation to Quote (ITQ) and invite all eligible Suppliers holding a Framework Agreement to submit competitive quotes. This process is called ‘mini-competition’. The ITQ will identify:</i></p> <p>a. <i>the Goods, and any Related Services, to be delivered</i></p> <p>b. <i>delivery location(s)</i></p> <p>c. <i>delivery date(s) or schedule</i></p> <p>d. <i>quantity</i></p> <p>e. <i>the award criteria, e.g.:</i></p> <p><i>The Purchaser shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:</i></p> <p>i. <i>substantially responsive to the ITQ; and</i></p> <p>ii. <i>the lowest evaluated cost not exceeding the adjusted base price in the Framework Agreement;</i></p> <p>f. <i>deadline for submission of quotes;</i></p> <p>g. <i>reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase</i></p> <p>h. <i>any other relevant information.</i></p> <p>2.2 <i>Suppliers may not quote a price that is greater than the price stated in the Framework Agreement, Schedule 2, as adjusted by the agreed price adjustment formula, if applicable.</i></p> <p>2.3 <i>A Supplier may quote discounts for bulk purchases that may be awarded in call-off contract.</i></p> <p>2.4 <i>The Purchaser shall evaluate the quotes and identify the lowest price conforming quote not exceeding the adjusted base price in the Framework Agreement, for award of the Call-off Contract.</i></p>

2. Procedure for awarding a Call-off Contract

The procedure that applies to awarding a Call-off Contract is illustrated in SCHEDULE 5: Call-off Contract Forms.

Following the selection of a suitable Supplier, by applying a Secondary Procurement method as described above, a Call-off Contracts is formed by the Purchaser by completing and sending the Call-off Contract (reference Form CC-1) to the Supplier. At this point there is a legally binding contract for the supply and delivery of the specified Goods, and if required, Related Services, between the Purchaser named in the Call-off Contract, and the Supplier.

SCHEDULE 4: Call-off Contract General Conditions of Contract

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Call-off Contract

General Conditions of Contract (GCC)

Preamble

The following Call-off Contract General Conditions of Contract apply to any Call-off Contract awarded under this Framework Agreement between the Purchaser and the Supplier. These General Conditions of Contract may be supplemented by the Call-off Contract Special Conditions of Contract contained in the individual Call-off 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) and/or the International Development Association (IDA).
 - (b) **“Clause”** means a clause in these General Conditions of Contract.
 - (c) **“Contract”** means the Call-off Contract awarded under the Framework Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all Sections, Schedules and Variations to the Framework Agreement, and any Special Conditions of Contract and amendments to the Call-off Contract.
 - (d) **“Contract Documents”** means the documents listed in the Framework Agreement, and, if applicable, the Call-off Contract, including any Variations or amendments thereto.
 - (e) **“Contract Price”** means the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (f) **“Day”** means calendar day.
 - (g) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (h) **“GCC”** means these General Conditions of Contract that

apply to a Call-off Contract awarded under the Framework Agreement.

- (i) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (j) **“Purchaser’s Country”** is India.
- (k) **“Purchaser”** means the entity purchasing the Goods and Related Services, as specified in the Call-off Contract.
- (l) **“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (m) **“SCC”** means the Special Conditions of Contract as set out in an individual Call-off Contract.
- (n) **“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.
- (o) **“Supplier”** means the firm, company or business that has been awarded a Framework Agreement by the Purchaser to deliver the Goods, and perform the Related Services, as and when required.
- (p) **“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 Framework Agreement, Section A, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract 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 World Bank Group’s Sanctions Framework, as set forth in the Appendix to these 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 Call-off Contract 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 **Call-off Contract SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract including these General Conditions of Contract, and any Special Conditions of Contract set out in the Call-off Contract, and any relevant provisions of the Framework Agreement, 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 written in 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 Deleted.

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 Throughout the execution of the Contract, the Supplier shall comply with the import of Goods and services prohibitions in the Purchaser's Country when
- (a) as a matter of law or official regulations, the Purchaser's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of Goods from that country or any payments to any country, person, or entity in that country.
- 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 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 the World Bank Group's Sanctions Framework, as set forth in the Appendix to these GCC, the Supplier shall permit and shall cause its subcontractors and sub-consultants and their personnel to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, 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 Call-off 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 dates, or schedule, specified in the Call-off Contract. 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 dates or 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 be in accordance with the provisions of the Framework Agreement, Schedule 2, after the application of any price adjustments authorized in the **SCC**, with the exception of a price obtained through competitive quotes at the Secondary Procurement selection stage.
- 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 to the Supplier under this Contract in Indian Rupees.
- 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 The performance security provided by the Supplier on award of Framework Agreement is for the performance of the FA and the call-off contracts.
- 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 more fully described in the Framework Agreement, Schedule 1.
- (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 Framework Agreement, Schedule 1. 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 Related Services, including additional Related Services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or start-up 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 in English and in another language, if so specified in

SCC, 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 Related 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 **Framework Agreement, Schedule 1, and/or 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 twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take 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 a Call-off Contract, 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 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 the World Bank Group's Sanctions Framework, as set forth in the Appendix to thisGCC, 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 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Purchaser.

Appendix

to Schedule 4: Call-off Contract General Conditions of Contract

Fraud and Corruption

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); Bidders (applicants/proposers), consultants, contractors and suppliers; any subcontractors, 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, subcontractors, 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;⁹
 - ii. to be a nominated¹⁰ subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
 - iii. to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their subcontractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect¹¹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁹ 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 subcontractor, 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.

¹⁰ A nominated subcontractor, 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.

¹¹ 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.

SCHEDULE 5: Call-off Contract Forms

Invitation to Quote Secondary Procurement under a Framework Agreement (method: mini-competition)

From:	<i>[Insert Purchaser's legal name]</i>
Purchaser's Representative:	<i>[Insert name of Purchaser's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Purchaser's address]</i>
Telephone:	<i>[Insert Representatives telephone number]</i>
Email:	<i>[Insert Representatives email address]</i>

To:	<i>[Insert Supplier's legal name]</i>
Supplier's Representative:	<i>[Insert name of Supplier's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Supplier's address]</i>
Telephone:	<i>[Insert Representatives telephone number]</i>
Email:	<i>[Insert Representatives email address]</i>

Framework Agreement:	<i>[Insert short title of FA]</i>
FA Reference No.	<i>[Insert Purchaser's FA reference]</i>

ITQ Ref No.:	<i>[Insert reference]</i>
ITQ Date:	<i>[Insert date of ITQ]</i>
ITQ issued:	This ITQ has been transmitted by: "post" or "email" or "fax"

Attachments:

- Annex 1: Purchaser's Requirements
- Annex 2: Quote Form
- Annex 3: Call-off Contract

Dear *[insert name of Supplier's Representative]*,

1. Invitation to Quote (ITQ)

-
- a. With reference to above Framework Agreement, you are invited to submit your most competitive Quote in this Secondary Procurement process. The Quote is for the Goods [add if applicable: “and the Related Services,”] described in Annex 1: Purchaser’s Requirements, attached to this ITQ.

2. Price

- a. Your Quote must be submitted in the format contained in Annex 2: Quote.
- b. Your Quote cannot be greater than the base price for the Goods [add if applicable: “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules. [OR use the following text if the base price is subject to a price adjustment: Your Quote cannot be greater than the base price for the Goods [add if applicable: “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules, where the base price is adjusted by applying the price adjustment formula set out in the Framework Agreement, Section 1: Specific Provisions.”]
- c. The price that you quote shall be fixed and shall not be subject to any further adjustment.
- d. The Quote shall be in Indian Rupees.
- e. The Quote will be valid for a period of 60 days.

3. Clarifications

- a. If you would like to seek clarification(s) regarding this ITQ, please make your request before [insert date]. Your request for clarification(s) should be addressed to our Representative.

4. Submission of Quotes

- a. Quotes are to be submitted in hard copy.
- b. The deadline for submission of Quotes is 3 pm on [insert day, month, year].
- c. The address for submission of Quotes is:

Attention: [insert full name of person, if applicable]

Street Address: [insert street address and number]

Floor/ Room number: [insert floor and room number, if applicable]

City: [insert name of city or town]

PIN/Postal Code: [insert postal (PIN) code, if applicable]

Country: India

5. Opening of Quotes

- a. Quotes will be opened in the presence of Suppliers, or their representatives who choose to attend, at 16:00 hours on [insert day, month, year]

6. Evaluation of Quotes

-
- a. Quotes will be evaluated item-wise and according to the criteria and methodology described in the Framework Agreement, Schedule 3: Secondary Procurement.

7. Contract

- a. Attached, at Annex 3 to this ITQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. [*Instructions: complete a draft Call-off Contract for this procurement and attach it to this ITQ*]

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

ANNEX 1: Purchaser's Requirements

[The Purchaser shall complete these tables, as appropriate, to enable the Supplier to prepare the Quote]

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity required	Physical unit	Destination (Project Site)	Delivery Period (as per Incoterm)
1	Supply of Life Jacket		Nos.	IWT notified ferry Terminal within Assam on the river Brahmaputra and Barak	
2	Supply of Life Buoy		Nos.	IWT notified ferry Terminal within Assam on the river Brahmaputra and Barak	

2.

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Final Completion Period of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert no. of days from placing the Call-off Contract]</i>

3. Technical Specifications, Drawings, Inspections and Tests

The Technical Specifications, Drawings, Inspections and Tests as are described in the Framework Agreement Schedule 1: Schedule of Requirements.

ANNEX2: Quote Form

From:	<i>[Insert Supplier's legal name]</i>
Supplier's Representative:	<i>[Insert name of Supplier's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Supplier's address]</i>
Email:	<i>[Insert Supplier's email address]</i>

To:	<i>[Insert Purchaser's legal name]</i>
Purchaser's Representative:	<i>[Insert name of Purchaser's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Purchaser's address]</i>

Framework Agreement:	<i>[Insert short title of FA]</i>
FA Reference No.	<i>[Insert Purchaser's FA reference]</i>

ITQ Ref No.:	<i>[Insert Purchaser's reference]</i>
Date of Quote:	<i>[Insert date of Quote]</i>

Dear *[insert name of Purchaser's Representative]*

SUBMISSION OF QUOTE

1. Conformity and no reservations

In response to the above named ITQ we offer to supply the Goods, *[add if applicable: "and deliver the Related Services,"]* as per this Quote and in conformity with the ITQ, Delivery and Completion Schedules, Technical Specifications, Drawings, Inspections and Tests. We confirm that we have examined and have no reservations to the ITQ, including the Call-off Contract.

2. Eligibility and conflict of interest

We warrant that we continue to meet the eligibility requirements and have no conflict of interest. If awarded the Call-off Contract, the Goods *[add if applicable: "and Related Services,"]* that we supply shall be sourced from an eligible country.

3. Bid Price

The total price of our Bid, excluding any discounts offered in item 4 below is:

Option 1, in case of one lot: Total price is: [insert the total price of the Bid in Rs in words and figures].

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in Rs in words and figures]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in Rs in words and figures].

4. Discounts

The discounts offered are: [*Specify in detail each discount offered.*]

The exact method of calculations to determine the net price after application of discounts is: [*Specify in detail the method that shall be used to apply the discounts.*]

5. Quote Validity Period

Our Quote shall be valid for the period specified in ITQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quote or execution of a Call-off Contract [*If none has been paid or is to be paid, indicate “none.”*]

Name of Recipient	Address	Reason	Amount

7. Not Bound to Accept

We understand that you are not bound to accept the lowest evaluated cost Quote, the Most Advantageous Quote or any other Quote that you may receive.

8. 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.

9. Confirmations

We hereby confirm that we continue to meet qualifications and other requirements mentioned in RFB document for establishing framework agreements.

On behalf of the Supplier:

Signature: _____

Name: _____

Title/position:

Telephone:

Email:

Quote for Goods: Price Schedule 1
List of Goods and Delivery Schedule

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required to convey the Goods to their final destination in India	GST and other taxes payable per line item if Contract is awarded (in accordance with ITB34.5(a))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert GST and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
1	Supply of Life Jacket	45	Days					
2	Supply of Life Buoy	45	Days					
							Quote Price Rs	

1	2	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required to convey the goods to their final destination in India)	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Quote Price Rs.					

Total Quote

The total cost for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule Quotes	Amount
Goods: Price Schedule 1	
Related Services: Price Schedule 2	
Total Quote Rs.	

ANNEX 3: Call-off Contract

Call-off Contract for the supply of Goods

Framework Agreement:	<i>[Insert name of FA]</i>
FA Reference No.	<i>[Insert Purchaser's FA reference]</i>
Goods	<i>[short title for type of Goods]</i>
Order number:	<i>[Insert reference]</i>
Order date:	<i>[Insert date of order]</i>

Purchaser:
<i>[name of Purchaser]</i>
<i>[address]</i>

Supplier:
<i>[name of Supplier]</i>
<i>[address]</i>

GOODS (GCC 1.1 i)				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Goods]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:		Subtotal		
		Tax		
		Shipping/handling		
		Total		

RELATED SERVICES (GCC 1.1 I)				
Code	Name/description of service	Quantity	Price	Total
<i>[insert code]</i>	<i>[Describe the Related Services covered under GCC Clause 25.2 and/or Schedule 1 of the Framework Agreement. The price quoted in Schedule 2 of the Framework</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>

	<i>Agreement or as agreed with the selected Supplier shall be included in the Contract Price.]</i>			
Special instructions/comments:	Subtotal			
	Tax			
	Shipping/handling			
	Total			

Terms and conditions of supply

This Call-off Contract has been awarded under the Framework Agreement, referenced above. It is between the named Purchaser and the Supplier. The Framework Agreement is incorporated by reference into this Call-off Contract, as applicable.

General Conditions of Contract (GCC)

The Call-off Contract General Conditions of Contract (GCC), set out in the Framework Agreement, Schedule 4, are incorporated by reference into this Call-off Contract.

Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the Call-off Contract General Conditions of Contract (GCC). Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail.

Term	This Call-off Contract starts [<i>enter start date, or method of calculating the start date</i>] and ends [<i>enter end date, or method of calculating the end date</i>].
Required Date of Delivery	[<i>insert date</i>]
Delivery instructions	[<i>insert instructions relating to the delivery of the Goods, and/or Related Services</i>]
Address for invoice(s)	Name: Shri Rahul Ch. Das, ACS Title/position: Deputy State Project Director Address: Assam IWT Development Society, 3 rd Floor of Directorate of Inland Water Transport, Assam, Ulubari,

	<p>Guwahati – 781 007</p> <p>Phone:+91 361 2462677</p> <p>E-mail:dir.iwtds-as@gov.in</p>
<p>Goods ordered by GCC 1.1(k)</p>	<p><i>[insert the name of officer making this purchase]</i></p> <p><i>[Title/position]</i></p> <p><i>[Department/work unit]</i></p> <p><i>[name of Purchaser]</i></p> <p>Email:</p> <p>Phone:</p> <p>Mobile:</p>
<p>Delivery address (Project Site/Final Destination) GCC 4.2 (a)</p>	<p><i>[insert address or addresses where the Goods are to be delivered and contact details for an officer at this address who can assist with any delivery queries]</i></p>
<p>Incoterms applicable GCC 4.2 (b)</p>	<p>The edition of Incoterms that shall apply is 2010 <i>[modify, if required]</i></p>
<p>Addresses for notices GCC 8.1</p>	<p>All notices served under this Call-off Contract are to be sent to the following addresses:</p> <p><u>Address for notices to the Purchaser:</u></p> <p>Name: Shri Rahul Ch. Das, ACS</p> <p>Title/position: Deputy State Project Director</p> <p>Address: Assam IWT Development Society, 3rd Floor of Directorate of Inland Water Transport, Assam, Ulubari, Guwahati – 781 007</p> <p>Phone:+91 361 2462677</p> <p>E-mail:dir.iwtds-as@gov.in</p> <p><u>Address for notices to the Supplier:</u></p> <p><i>insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><i>[email address]</i></p>
<p>Arbitration GCC 10.2</p>	<p>The rules of procedure for arbitration proceedings, pursuant to GCC clause 10.2, shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser</p>

	<p>and a Supplier relating to any matter arising out of or connected with this Framework Agreement (which term for the purpose of this clause, also includes any Call-off contract(s) awarded under the Framework Agreement), such dispute or difference shall be settled (i) in case of Indian Supplier in accordance with the Arbitration and Conciliation Act, 1996 (as amended); and (ii) in case of foreign supplier, in accordance with provisions of UNCITRAL (United nations Commission on International Trade Law) Arbitration Rules, at Assam, India</p> <p>(b) Except as otherwise agreed to by the Parties, Arbitrators should gi</p>
<p>Shipping and other documents to be provided GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <ul style="list-style-type: none"> (i) 04 (four) 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 airway bill or equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) 04 (four) 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 DG shipping/MMD/IRS, and the Supplier's factory inspection report; <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>Total Contract Price GCC 15.1</p>	<p>The prices charged for the Goods supplied and any related Services performed shall not be adjustable.</p>
<p>Terms of payment GCC 16.1</p>	<p>The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:</p> <p>Payment shall be made in Indian Rupees in the following manner:</p>

	<p>(i) On Delivery: Eighty (20) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(ii) On Final Acceptance: The remaining twenty(80) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
<p>Interest due for late payment GCC 16.5</p>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 90days.</p> <p>The interest rate that shall be applied is <i>corresponding to Prime Bank lending rate of State Bank of India.</i></p>
<p>Packing, marking and documentation GCC 23.2</p>	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>All package must be in water proof packing and capable of withstand the vigor of multiple handing.</p> <p>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:</p> <p>(i) Project; (ii) Contract No.; (iii) Supplier's Name; (iv) Packing List Reference Number.</p>
<p>Insurance cover GCC 24.1</p>	<p>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.</p>
<p>Transportation GCC 25.1</p>	<p>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.</p>
<p>Incidental Services GCC 25.2</p>	<p>Not Applicable</p>
<p>Inspections and tests GCC 26.1</p>	<p>The inspections and tests shall be: <i>As per Schedule 1, of the Framework Agreement</i></p>
<p>Site of inspections and tests GCC 26.2</p>	<p>The Inspections and tests shall be conducted at manufacturers location</p>
<p>Liquidated damages GCC 27.1</p>	<p>The liquidated damage shall be 0.5% per week.</p> <p>The maximum amount of liquidated damages shall be 10% of the</p>

	call-off contract price.
Warranty GCC 28.3	<p>The period of validity of the Warranty shall be 365 days.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p><i>Assam.</i></p> <p>In partial modification of the GCC provisions, the warranty period shall 12 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance guarantees specified under the FA and 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:</p> <p>(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,</p> <p>or</p> <p>(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 subject to maximum of 10%.</p>
Repair/replacement GCC 28.5 GCC 28.6	The period for repair or replacement shall be 15 days.
Additional instructions	All life jackets must be legibly marked with the Word "JIBNDIGNA" in a prominent place with irremovable colour/ink. The Approximate size shall be 3" (w) X 12" (l).

SCHEDULE 6: List of Participating Users

The following agency is participating as Purchasers in this Framework Agreement.

#	Name of Purchaser	Address	Representative
1.	Directorate of Inland Water Transport, Government of Assam.	Ulubari, Guwahati, Assam	Name: Dhrubajyoti Das, ACS Title/position: Director Phone: +913612462677 Mobile: E-mail: diwtassam@gmail.com