



GOVERNMENT OF ASSAM

ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY

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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 1111 units Marine Engines, Reversible Gearbox & Propulsion system for wooden boats plying within Assam.

RFB No.	:	AIWTDS/175/2019/43 Dated, 12 th July'2019
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	15 th July'2019
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	16 th August,2019
LAST DATE AND TIME FOR SUBMISSION OF BIDS	:	16 th August,2019 TIME 14 00 HOURS
TIME AND DATE OF OPENING	:	21 st August,2019 TIME 15 30 HOURS
OFFICER INVITING BIDS	:	Deputy State Project Director Assam Inland Water Transport Development Society

Request for Bids Framework Agreement(s) Goods

(One-Envelope Bidding Process)

Procurement of

*1111 Units Marine Engines, Reversible Gearbox
& Propulsion system for wooden boats under the
“Jibondinga” scheme.*

Summary of contents

Specific Procurement Notice

Specific Procurement Notice - Request for Bids (RFB) Framework Agreement(s) Goods

The Specific Procurement Notice template, included in this SPD, is the notice to be used for a Request for Bids, one-envelope Primary Procurement process to conclude Framework Agreement(s).

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 concluded. 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 criteria for the evaluation of Bids and the qualification of Bidders, including the methodology, which results in the determination of which Bidders will be invited to conclude a Framework Agreement(s).

Section IV Bidding Forms

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

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 FORMS

Section VIII Procuring Agency Forms

This Section includes the forms for the Notification of Intention to Conclude a Framework Agreement and Notification to Conclude a Framework Agreement.

PART 4 FRAMEWORK AGREEMENT FOR GOODS

This Part sets out the provisions of the Framework Agreement

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

1. SCHEDULE 1: Schedule of Requirements
2. SCHEDULE 2: Price Schedules
3. SCHEDULE 3: Secondary Procurement
4. SCHEDULE 4: Call-off Contract General Conditions of Contract
5. SCHEDULE 5: Secondary Procurement Forms
6. SCHEDULE 6: List of Purchasers (if applicable)

Specific Procurement Notice (SPN)

Request for Bids Framework Agreement(s) for Goods (Primary Procurement, One-Envelope Bidding Process)

Procuring Agency : Assam Inland Water Transport Development Society
Country : India
Name of Project : Assam Inland Water Transport Project
Framework Agreement Title: Procurement of 1111 units Marine Engines, Reversible Gearbox & Propulsion system for wooden boats under the “Jibondinga” scheme.
RFB Reference No. : AIWTDS/175/2019/43 dtd. 12th July’2019
Procurement Activity No. : **IN-IWT-121962-GO-RFB**
Loan No./Credit No./Grant No. : **IBRD-P4830**

1. The Assam Inland Transport Development Society 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 Agreement (FA) for Procurement of Marine Engines, Reversible Gearbox & Propulsion system for wooden boats under the Jibondinga scheme concluded through this RFB Primary Procurement¹ process.
2. The Procuring Agency is undertaking the Primary Procurement with a view to concluding Framework Agreements. The Procuring Agency is a central purchasing authority (but not itself a Purchaser) acting on behalf of a group of Purchaser[s]. The Procuring Agency now invites sealed Bids from eligible Bidders for **supply, installation of Marine Engines, Reversible Gearbox from any member of IACS and IS/BIS approved Propulsion system and other standard accessories for 1111 nos. of ‘Wooden Boats’ under the Jibondinga scheme. Tentative locations are Barpeta, Bongaigaon, Darrang, Dhubri, Goalpara, Dibrugarh, Jorhat, Guwahati, Lakhimpur, Marigaon, Nalbari, Sonitpur, Tinsukia, Silchar.**
3. The Framework Agreements to be concluded will be Multi-User. A list of the users (participating Purchasers) entitled to purchase under the Framework Agreements is provided in the Bidding document.
4. The Framework Agreement to be concluded will be Multi-Supplier.

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.”

5. The selection of a FA Supplier to be awarded a Call-off Contract will be done through a Secondary Procurement process as defined in Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency, including participating Purchasers, to purchase Goods under a Call-off Contract. The conclusion Framework Agreement does not guarantee that a FA Supplier will be awarded a Call-off Contract.
6. 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" *July 2016, Revised November 2017 and August 2018* ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
7. Bidders may submit Bids for one or more items. Bidder should quote for the complete requirement for goods and services specified in each **item** as stated in Schedule of Requirements failing which such bids will be treated as non-responsive.
8. The *Framework Agreements* shall be concluded for a Term of *12 months* from the commencement date stated in the Framework Agreement. .
9. The Primary Procurement shall establish a Closed Framework Agreement(s).
10. Interested eligible Bidders may obtain further information from *Assam Inland Water Transport Development Society* and inspect the Bidding document during office hours *i.e. 1000 to 1700 hours* at the address given below under para 16.
11. The Bidding document in English may be purchased by interested Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee of **INR 5000**. The method of payment will be Demand Draft of any Nationalized Bank pledged in favour of "Assam Inland Water Transport Development Society" or Electronic transfer to the account mentioned below –

Beneficiary Name: Assam Inland Water Transport Development Society, Account Number: 006594600001391, IFS Code: YSB0000065, MICR: 781532002. Swift Code: YESBINBBDEL.

The document will be downloading from authorized web site(s) or electronic procurement system: www.assamtenders.gov.in, <http://iwtdirectorate.assam.gov.in> and www.aiwtdsociety.in . Bidders will be required to register in the www.assamtenders.gov.in 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.

12. For online submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC. Bidders can see the list of licensed CA's from the link (www.cca.gov.in). 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 .

13. Bids must be submitted online www.assamtenders.gov.in on or before [14:00HRS (IST) of dated_16.08.2019]. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. The electronic bidding system would not allow any late submission of bids. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on 1530 Hrs, 21.08.2019.
14. A pre-bid meeting will be held on 25.07.2019 at 14.00 hours at the office of Assam Inland Water Development Society, 3rd Floor, Office of DIWT, Guwahati, Assam to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.2 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of the requirements under this contract for discussion and clarification at the pre-bid meeting.
15. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
16. The address(es) referred to above is: *Assam Inland Water Transport Development Society, DIWTA Office, Ulubari, Guwahati-781007*

Rahul Ch Das, ACS

Deputy State Project Director

Assam Inland Water Transport Development Society

DIWT Office, Ulubari, Guwahati

Email: dir.iwtds-as@gov.in

Request for Bids Framework Agreement(s) Goods

(Primary Procurement, One-Envelope Bidding Process)

Procurement of:

*Marine Engines, Reversible Gearbox &
Propulsion system for wooden boats under the
Jibondinga scheme*

Procuring Agency: *Assam Inland Water Transport Development Society*

Country: *India*

Name of Project: *Assam Inland Water Transport Project*

Framework Agreement Title: *Framework Agreement (FA) for Procurement of 1111 units of Marine Engines, Reversible Gearbox & Propulsion system for Wooden Boats under the Jibondinga scheme*

RFB Reference No.: AIWTDS/175/2019/43 Dated, 12th July'2019

Procurement Activity No.: **IN-IWT-121962-GO-RFB**

Loan No./Credit No./Grant No.: *IBRD-P4830*

RFB Issued on: *15- July -19*

**Request for Bids
Framework Agreement(s)
Goods**

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PART 1 – Bidding Procedures

Section I -Instructions to Bidders (ITB)

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Section I. Instructions to Bidders

A. General

- 1 Scope of Bid**
- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB) Framework Agreement(s) Goods, 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 for Goods, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). 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) **“Call-off Contract”** means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties to the contract are the Purchaser and Supplier;
 - (e) **“Closed Framework Agreement”**: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;
 - (f) **“Country”** means the Procuring Agency’s/Purchaser’s country;
 - (g) **“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 Inco-terms.

- (h) **“Framework Agreement (FA)”** means the agreement between the Procuring Agency and Supplier (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;
- (i) **“FA Supplier”** means a Supplier;
- (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) **“Lead Purchaser”** when named in the Framework Agreement, a Lead Purchaser is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Purchasers in managing and administering the Framework Agreement, and (b) as a Purchaser in its own right;
- (l) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;
- (m) **“Multi-Supplier Framework Agreement”** means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (n) **“Primary Procurement”** means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB;
- (o) **“Procuring Agency”** means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);
- (p) **“Purchaser”**, as **specified in the BDS**, means the agency(ies) that is/are permitted to purchase Goods

from a Supplier under a Call-off Contract awarded through a Framework Agreement;

- (q) “**Related Services**” if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement Schedule 1: Schedule of Requirements, and specifically described in a Call-off Contract;
- (r) “**Responsible Agency**” when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers, once it has been concluded. A Responsible Agency is not a Purchaser under the Framework Agreement;
- (s) “**Secondary Procurement**” means the process described in the Framework Agreement and followed by a Purchaser to select a FA Supplier, and award a Call-off Contract for the supply of Goods;
- (t) “**Single-User Framework Agreement**” means a Framework Agreement where there is only one Purchaser;
- (u) “**Single-Supplier Framework Agreement**” means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (v) “**Supplier**” means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a “FA Supplier”;
- (w) “**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 and agreed.

- 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), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, 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, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be

jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

- 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) or 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) or 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 (either individually or as a JV member) 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 or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to **ITB 4.8**. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors 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 conclude 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 conclude a Framework Agreement or be awarded a 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, Responsible Agency or a Purchaser.
- 4.7 Eligibility of Bidders suspended, as a result of the execution of a Bid-Securing Declaration or Proposal-Securing Declaration, shall be as follows:
- (a) A Bidder that is under suspension from Bidding, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by the Purchaser in case of a Single-User Framework Agreement or all Purchasers in a Multi-User Framework Agreement shall not be eligible to bid to conclude a framework agreement.
 - (b) A Bidder that has concluded a framework agreement is ineligible to quote for or to be awarded a Call-off contract by a Purchaser that has suspended the bidder as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
 - (c) Subject to (a) above, a Bidder that is under suspension, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by a Procuring Agency is eligible to bid for the framework agreement.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations

with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; or

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

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

4.10 A firm that is under a sanction of debarment by the Borrower from concluding a contract, or a Framework Agreement or being awarded a Call-off Contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

- (a) relates to fraud or corruption; and
- (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

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 the RFB 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 Forms

PART 4- Framework Agreement (FA)

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

SCHEDULE 1: Schedule of Requirements

SCHEDULE 2: Price Schedules

SCHEDULE 3: Secondary Procurement

SCHEDULE 4: Call-off Contract General Conditions of Contract

SCHEDULE 5: Secondary Procurement Forms

SCHEDULE 6: List of Purchasers (if applicable)

- 6.2 The Specific Procurement Notice “Request for Bids to conclude a Framework Agreement(s) for Goods”, 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**.

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 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) 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 the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11 Documents Comprising the Bid** 11.1 The Bid shall comprise 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) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3**;
 - (d) Qualifications: documentary evidence in accordance with **ITB17** establishing the Bidder's qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;
 - (e) Bidder's Eligibility: documentary evidence in accordance with **ITB 17** establishing the Bidder's eligibility to Bid;
 - (f) Eligibility of Goods and Related Services: documentary evidence in accordance with **ITB16** and **ITB 30**, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
 - (g) Conformity: documentary evidence in accordance with **ITB16**, that the Goods and Related Services conform to the Bidding document; and

- (h) any other document required **in the BDS**.
- 11.2 In addition to the requirements under **ITB 11.1**, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement.
- 11.3 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 Alternative Bids shall not be permitted in this Primary Procurement process.
- 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 Bidders shall provide their prices in the Price Schedules, as specified **in the BDS**.
- 14.3 The price to be quoted in the Letter of Bid in accordance with **ITB 12.1** shall be, as specified **in the BDS**.
- 14.4 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with **ITB 12.1**.
- 14.5 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.
- 14.6 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Inco-terms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.7 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 Call-off contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Procuring Agency's Country sales tax and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Supplier); 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 Supplier) specified **in the BDS**.
- (b) For Goods manufactured outside the Procuring Agency's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency's Country, as specified **in the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Supplier), specified **in the BDS**;
- (c) For Goods manufactured outside the Procuring Agency's Country, already imported:
 - (i) the price of the Goods, including the original

import value of the Goods, plus any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;

- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Procuring Agency’s Country sales and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Supplier); and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Supplier), specified **in the BDS**.
- (d) 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 currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Agency’s Country, unless otherwise specified **in the BDS**.

15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency’s Country.

16 Documents Establishing the

16.1 To establish the eligibility of the Goods and Related Services in accordance with **ITB 5**, Bidders shall

Eligibility and Conformity of Goods

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 Supplier).
- 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 conclude 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**, in case of a Bidder not doing business within the Procuring Agency's Country, the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

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. A Bidder may refuse the request to extend the validity of their bids. 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 conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Framework Agreement Base Price shall be determined as follows:
- (a) in the case of a fixed price Framework Agreement, the Base Price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of an adjustable price Framework Agreement, 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 No Bid Security or Bid Securing Declaration** 19.1 No Bid Security or Bid-Securing Declaration is required in relation to this Primary Procurement process.
- 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. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 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 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative(s).
- 20.5 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 envelope
- (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.
- 22 Deadline for Submission of Bids**
- 22.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.
- 22.2 The 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 **ITB 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.

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. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with **ITB 22.1**, shall be as specified **in the BDS**.

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 Bid Prices, including any unconditional discounts, and any other details as the Procuring Agency may consider appropriate.
- 25.6 Only Bids and unconditional 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;
- 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 conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with **ITB39.1**.
- 26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a 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 the Framework Agreement being

concluded, 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; 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; 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 nonconformities 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; 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.

32 Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.

33 No Margin of Preference

33.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.

34 Evaluation of Bids

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

34.2 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 unconditional discounts offered in accordance with **ITB 14.4**;
- (d) converting the amount resulting from applying (a)

- to (c) above, if relevant, to a single currency in accordance with **ITB 32**;
- (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.
- 34.3 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s)(which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.
- 34.4 The Procuring Agency’s evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Procuring Agency’s Country, sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Procuring Agency’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Bidder;
 - (c) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in Section B: Framework Agreement Specific Provisions.
- 34.5 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 34.2(f)**.

- 35 Comparison of Bids** 35.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with **ITB 34.2** to determine the ranking of Bids based on the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported Goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for Goods manufactured within the Borrower’s country, together with prices for any required installation, training, commissioning and other Related Services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported Goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of Goods.
- 36 Qualification of the Bidder(s)** 36.1 Before concluding a Framework Agreement(s), the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to **ITB 17**. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Bidding document), or any other firm(s) different from the Bidder.
- 36.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.
- 37 Procuring Agency’s Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 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 conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.

- 38 Standstill Period** 38.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 44**. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 39 Notification of Intention to Conclude a Framework Agreement** 39.1 The Procuring Agency shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder(s) submitting the successful Bid(s);
 - (b) the price(s) of the successful Bid(s), or pricing mechanism(s);
 - (c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) information in (c)) above already reveals the reason;
 - (e) the expiry date of the Standstill Period;
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Conclusion of a Framework Agreement

- 40 Framework Agreement Criteria** 40.1 This is a Closed Framework Agreement.
- 40.2 The Procuring Agency shall specify **in the BDS** and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.
- 41 Notification to Conclude a Framework** 41.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in **ITB 38.1** or any extension thereof, and upon satisfactorily addressing a

- Agreement** complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.
- 42 No Obligation to Purchase** 42.1 The conclusion 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.
- 43 Non-exclusivity** 43.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Goods from other suppliers who are not FA Suppliers.
- 44 Debriefing by the Procuring Agency** 44.1 On receipt of the Procuring Agency’s Notification of Intention to Conclude a Framework Agreement(s), referred to in **ITB 39.1**, an unsuccessful Bidder has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 44.2 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Agency shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 44.3 Where a request for debriefing is received by the Procuring Agency later than the three (3)-Business Day deadline, the Procuring Agency should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally (over the phone or video conference) or

in person. The Bidders shall bear their own costs of attending such a debriefing meeting.

45 Signing the Framework Agreement

- 45.1 Unless an earlier deadline is stipulated **in the BDS**, the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.
- 45.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Purchasers.

46 Publication of the Conclusion of Framework Agreement Notice

- 46.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per **ITB 41.1**, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Procuring Agency, and if applicable, all participating Purchasers;
 - (b) name and reference number of the Framework Agreement being concluded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, 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 therefore; and
 - (e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.
- 46.2 The Conclusion of Framework Agreement Notice shall be published 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. The Procuring Agency shall also publish the Conclusion of Framework Agreement Notice in UNDB online.

47 Procurement Related Complaint

- 47.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

G. Secondary Procurement Process for awarding a Call-off Contract

- 48 Method and criteria for award of Call-off Contract** 48.1 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible, as per the criteria stipulated in this RFB. The Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.
- 49 Adjustment to the Base Price** 49.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions.

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, under</i>, Government of Assam</p> <p>The Procuring Agency is the agency acting for, and on behalf of, the <i>Purchaser</i> in concluding the Framework Agreement.”</p> <p>The reference number of the Request for Bids (RFB) is: AIWTDS/175/2019/43 Dated, 12th July’2019</p> <p>Procurement Activity No. : IN-IWT-121962-GO-RFB</p> <p>The name of the RFB is: <i>Framework Agreement (FA) for Procurement of 1111 units Marine Engines, Reversible Gearbox & Propulsion system for wooden boats under the Jibondinga scheme.</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:</p> <p><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(l) or (t)	<p>This Primary Procurement will conclude a Multi-User Framework Agreement</p>
ITB 1.2 (p)	<p>Purchasers</p> <p>The Purchaser(s) that are permitted to purchase under the Framework Agreement are Directorate of Inland Water Transport, Assam and Wooden boat owners to be</p>

	covered under an incentivisation scheme launch by Govt. of Assam.
ITB 1.2 (m) or (u)	<p>Multi-Supplier Framework Agreement</p> <p>This Primary Procurement intends to conclude a Multi-Supplier Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (2)</u></p> <p>The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Bidders for each item.</p> <p>The minimum number is Two (2).</p> <p><u>Framework Agreement panel – maximum number (4)</u></p> <p>The Purchasing Agency will conclude Framework Agreements for each item up to a maximum number of (4) qualified bidders with substantially responsive bids.</p> <p>The maximum number of Bidders that the Procuring Agency may conclude Framework Agreements with are Four (4).</p>
1.2 (w)	<p>Term of Framework Agreement</p> <p>The Framework Agreement shall be for a Term of <i>Twelve (12) Months</i> from the commencement date stated in the Framework Agreement.</p>
ITB 2.1	<p>The Borrower is: Government of India</p> <p>Implementing/Procuring Agency: Assam Inland Water Transport Development Society under Transport Dept., Govt. of Assam, Dispur, Guwahati (Assam), 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 4.1	The maximum number of members in a Joint Venture (JV) shall be: <i>N/A</i> .
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of the RFB Document	
ITB 7.1	<p>Replace ITB 7.1 with the following:</p> <p>“7.1.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</p>

	<p>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>Request for clarification should be received by the Procuring Agency no later than 14 days prior to the deadline for submission of Bids. .</p>
<p>ITB 7.2</p>	<p>Add the following as clause 7.2:</p> <p>Pre Bid meeting: - The bidder or bidder’s authorized representative is invited to attend a pre bid meeting which will take place as per details given below: -</p> <p style="text-align: center;">Date: 25.07., 2019 Time: 1400 hrs (IST)</p> <p>Venue: Office of Assam IWT Development Society, 3rd Floor of Directorate of Inland Water Transport, Assam, Ulubari, Guwahati – 781 007</p> <p>Email : dir.iwtds-as@gov.in</p> <p>Tel: +91 361 2462677</p> <p>Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder. The person attending the pre bid conference should have valid authorization from the authorized signatory of the prospective bidder. The prospective Bidders shall intimate the name of representative(s) (not more than two from one organization) to the above e-mail ID latest by 10.00 Hrs (IST). on 25.07., 2019 for confirmation.</p>
<p>ITB 8.2</p>	<p>Replace ITB 8.2 with the following:</p> <p>“8.2. Any addendum issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all bidders. The addenda will appear on the e-procurement system www.assamtenders.gov.in under “Latest Corrigendum” as well as IWT’s own website www.iwtdirectorate.assam.gov.in. Email notification is usually also automatically sent to those bidders who have started working on the tender.</p>
<p>C. Preparation of Bids</p>	

<p>ITB 10.1</p>	<p>The language of the Bid is <i>English</i>.</p> <p>All correspondence shall be in <i>English</i>.</p> <p>The language for translation of supporting documents and printed literature is <i>English</i>.</p>
<p>ITB 11.1 (h)</p>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> 1. Type approval certificate for marine engines, reversible gear box from Classification society 2. Bidder who does not have Type Approval certification from Classification Society for the offered engine on the date of submission of the bid, an Undertaking need to be submitted confirming that bidder shall obtain Type Approval certificate from Classification Society for the offered engine within one(01) month from the date of Notification to Conclude a Framework Agreement 3. BIS/ISI certification for propulsion system 4. Parts catalogue/manual with exploded drawing 5. Fuel consumption chart/data sheet of engines. 6. Details of Service network in the Assam. In case bidder does not have service network in Assam, bidder has to provide an undertaking to establish service network either by the bidder or through any bidder authorized agency to provide services for at least 10 years. 7. Details of Spare Parts network Assam. In case bidder does not have spare parts network in Assam, bidder has to provide an undertaking to establish spare parts network either by the bidder or through bidder authorized vendor to supply spare parts for at least 10 years. 8. A declaration from the Manufacturer on per month production capacity for marine engines, reversible gear box and propulsion system
<p>ITB 14</p>	<p>In ITB 14.7(a) (i) replace the word ‘sales’ with ‘GST’ in the fourth line.</p> <p>In ITB 14.7(a) (ii) replace the word ‘sales tax’ with ‘GST’ in the first line.</p> <p>In ITB 14.7(c) (iv) replace the word ‘sales’ with ‘GST’ in the first line.</p>
<p>ITB 14.2</p>	<p>Bidders may quote their unit prices against any item and estimated quantities over the FA period for the item as specified in the Schedule of Prices.</p> <p>Following are the items in the bid:</p> <ol style="list-style-type: none"> i. 25 HP- 30 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system ii. 30 HP- 40 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system iii. 40 HP- 50 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system iv. 55 HP- 70 HP Type approved marine engine, Compatible Type Approved

	<p style="text-align: center;">Gear Box and Compatible IS/BIS approved Propulsion system</p> <p>Bids will be evaluated item by item. Bidder should quote for the complete requirement for goods and services specified in each item as stated above failing which such bids will be treated as non-responsive. The bids will be evaluated on the basis of lowest price marine engine in each category of the power range, irrespective of the difference in power in each category.</p> <p>Note: The cost of tests and trials to be undertaken by Indian Register of Shipping (IRS) and indicated in Section VII: Schedule of Requirements – Inspections and Tests, 1.0 - Test & Trials, shall be borne by the Procuring agency.</p> <p>However, the supplier shall at its own expense and at no cost to the Purchaser carry out all other tests and/or inspections of the Goods and Related Services.</p>
ITB 14.3	The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be (i) the total bid prices against the estimated quantities over the FA period
ITB 14.6	The Incoterms edition that will apply to Framework Agreement Call-off Contracts is: 2010 .
ITB 14.7	Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms available in online format in the e-procurement system www.assamtenders.gov.in .
ITB 14.7(b) and (c)	Not Used
ITB 14.7 (a)(iii)	<p>Final Destination/s (Project Sites)</p> <p>Various location of Assam i.e. Barpeta, Bongaigaon, Darrang, Dhubri, Goalpara, Dibrugarh, Jorhat, Guwahati, Lakhimpur, Marigaon, Nalbari, Sonitpur Tinsukia, Silchar.</p>
ITB 15.1	The Bidder shall quote the Price in Indian Rupees only.
ITB 15.2	<i>Not Used</i>
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Ten (10) Years following acceptance of the Goods by the Purchaser under a Call-off Contract.

ITB 17.2 (a)	Manufacturer’s authorization is required.
ITB 17.2 (b)	After sales service is required.
ITB 18.1	The Bid validity period shall be 120 days .
ITB 18.3(a)	Where the Bid validity period is extended, the Bid price shall be adjusted (to determine the FA Base price) by the following factor(s): The factor shall be 1.0007692 per week. The price shall be increased by the factor (value of factor A) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.
ITB 20.1	Replace the ITB 20.1 with the following: “20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a : Power of Attorney confirming the person duly authorized to sign to sign on behalf of the Bidder to be attached with the bid. The name and position held by each person signing authorization must be typed below the signature.
D. Submission and Opening of Bids	
ITB 22.1	Bids must be uploaded online no later than the date and time specified below . The deadline for Bid submission is: Date: 16 th August,2019 Time: IST 14.00 Hours Bidders has to submit their Bids electronically at www.assamtenders.gov.in
ITB 23.1	Replace ITB 23.1 with the following: “23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.”
ITB 24	Replace ITB 24.1 with the following: “24.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of

	<p>bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS 24.1).”</p>
	<p>Replace ITB 24.2 with the following: “24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.”</p>
ITB 24.1	<p>Re-submission of the bid is <i>Allowed</i>, if withdrawn.</p>
ITB 25.1	<p>The Bid opening shall take place at: Street Address: <i>Ulubari</i> Floor/ Room number: <i>Third Floor, DIWTA</i> City: Guwahati Country: India Date:- <i>21st August,2019</i> Time: 15.30 Hours</p> <p>The electronic Bid opening procedures shall be:</p> <p>The Purchaser shall publicly open all bids received by the deadline at the date, time and place specified below in the presence of Bidder’s or their designated representatives who chooses to attend, and this could also be viewed by the bidders online. In all cases, original documents submitted as specified in ITB 22.1 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 22.1 will be declared non-responsive and will not be opened. The bidder’s names, Alternative Bids; and such other details as the Purchaser may consider appropriate will be notified online by the Purchaser at the time of opening of Technical Part of the Bids.</p> <p>In the event of the specified date of the bid opening being declared a holiday by the 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,</p>

	Alternative Bids, if permitted, and discounts, that are opened at Bid opening shall be considered further for evaluation.
ITB 25.2- 25.9	Deleted
E. Evaluation and Comparison of Bids	
ITB 30.3	. Not Applicable
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices expressed in various currencies into a single currency is INR (Indian Rupees).</p> <p>The source of exchange rate shall be Selling rate of exchange published by the State Bank of India.</p> <p>The date for the exchange rate shall be the last date for submission of the Bids.</p>
ITB 34.2(a)	<p>Evaluation will be done for Items.</p> <p>Bids will be evaluated on item by item basis. Bidder should quote for the complete requirement for goods and services specified in each item as stated below failing which such bids will be treated as non-responsive.</p> <p>Following are the items in the bid:</p> <ol style="list-style-type: none"> i. 25 HP- 30 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system ii. 30 HP- 40 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system iii. 40 HP- 50 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system iv. 55 HP- 70 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system
ITB 34.5	<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 in Section III, Evaluation and Qualification Criteria;</p> <ol style="list-style-type: none"> (a) Life cycle costs: No (b) The performance and productivity of the equipment offered: No (c) Availability in the Purchaser’s Country of spare parts and after sales services for the equipment offered in the bid: No. <p>In case the spares and after-sale services are not available in Assam, the</p>

	bidder shall submit a declaration as specified in BDSITB 11.1 (h).
F. Concluding a Framework Agreement	
ITB 45	<p>Signing the Framework Agreement</p> <p>The Bidder shall sign, date and return the Framework Agreement within Fifteen (15) days of receipt of the same.</p>
ITB 47	<p>The procedures for making a Procurement-related Complaint are detailed in Annex III of the <u>Procurement Regulations for IPF Borrowers</u>. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: <i>Shri. Rahul Ch. Das, ACS</i></p> <p style="padding-left: 40px;">Title/position: <i>Deputy State Project Director</i></p> <p style="padding-left: 40px;">Procuring Agency: <i>Assam Inland Water Transport Development Society</i></p> <p style="padding-left: 40px;">Email address: <i>dir.iwtds-as@gov.in</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the Procuring Agency's Bidding Documents; and 2. the Procuring Agency's decision to conclude a Framework Agreement(s).

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Procuring Agency shall use to conclude a 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.

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1. Evaluation of Bids (ITB 34)

Evaluation Criteria (ITB 34.2)

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 **ITB 34.2(f)** and in BDS referring to **ITB 34.6**, using the following criteria and methodologies.

(a) Life Cycle Costs (Not Applicable)

If specified in BDS 34.6, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

- (i) number of years for life cycle cost determination [*insert the number of years*];
- (ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is [*insert the discount rate*];
- (iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: [*insert methodology*];
- (iv) and the following information is required from Bidders [*insert any information required from Bidders, including prices*].

[*Not Application*]

(b) Performance and productivity of the equipment (Not Applicable)

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the Goods will be added to the Bid price, for evaluation purposes if specified in the **BDSITB 34.6**. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified below.

[*Not Applicable*]

or

- (ii) An adjustment to take into account the productivity of the Goods offered in the Bid will be added to the Bid price, for evaluation purposes only, if specified in **BDS ITB 34.6**. The adjustment will be evaluated based on the cost per unit of the actual productivity of Goods offered in the Bid with

respect to minimum required values, using the methodology specified below.

[Not Applicable]

2. Criteria to conclude a Framework Agreement(s) (ITB 40)

Criteria for a Multi-Supplier Framework Agreement:

The Procuring Agency will conclude Framework Agreements with the Bidders that meet the qualification criteria and whose Bids have been determined to be substantially responsive as follows;

- (a) All Bidders 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.
- (b) The Procuring Agency will conclude a FA with:
 - (i) All the Bidders ranked in (a) above if no maximum number of suppliers is specified in **BDS ITB 1.2 (I)**
 - (ii) the Bidders ranked first up to the maximum number of suppliers specified in the **BDS ITB 1.2 (I)**.
- (c) If the number of Bidders is less than the minimum specified in the **BDS ITB 1.2 (I)**, the Procuring Agency may decide to invite new bids.

3. Post Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, the Procuring Agency shall carry out the post-qualification of the Bidder in accordance with ITB 36, 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:

1. Financial Capability

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

- i. For Item No. 1 (25HP- 30 HP engine): Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 60 Million.
- ii. For Item No. 2 (30HP- 40 HP engine): Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 500 Million.

- iii. For Item No. 3 (40HP- 50 HP engine): Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 200 Million.
- iv. For Item No. 4 (55HP- 70 HP engine): Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 50 Million.

2. Experience and Technical Capacity

The bidder is an established Marine Engine manufacturer having all the necessary technical experience and having their own manufacturing facility of marine engines for past 3 years or more. The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- i. For Item No. 1 (25HP- 30 HP engine): Manufactured and delivered atleast 30 nos. of Marine Engines having minimum power of 20 HP in the last 3 years starting from 1st April 2016.
- ii. For Item No. 2 (30HP- 40 HP engine): Manufactured and delivered atleast 30 nos. of Marine Engines having minimum power of 30 HP in the last 3 years starting from 1st April 2016.
- iii. For Item No. 3 (40HP- 50 HP engine): Manufactured and delivered atleast 30 nos. of Marine Engines having minimum power of 40 HP in the last 3 years starting from 1st April 2016.
- iv. For Item No. 4 (55HP- 70 HP engine): Manufactured and delivered atleast 30 nos. of Marine Engines having minimum power of 50 HP in the last 3 years starting from 1st April 2016.

3. 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 (h)

(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 3.a(1), 3.a(2), 3.a(3) and the Bidder shall demonstrate the following:

1. Financial Capability

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

- i. For Item No. 1 (25HP- 30 HP engine): Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 60 Million.
- ii. For Item No. 2 (30HP- 40 HP engine): Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 500 Million.
- iii. For Item No. 3 (40HP- 50 HP engine): Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 200 Million.
- iv. For Item No. 4 (55HP- 70 HP engine): Average annual turnover in the last three financial years i.e. 2017-18, 2016-17 and 2015-16 should not be less than INR 50 Million.

2. Experience and Technical Capacity

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

- i. For Item No. 1 to 4 each (25HP- 30 HP engine): Supplied atleast 30 nos. of Marine Engines having minimum power of 20 HP in the last 3 years starting from 1st April 2016.
- ii. For Item No. 2 (30HP- 40 HP engine): Supplied and delivered atleast 30 nos. of Marine Engines having minimum power of 30 HP in the last 3 years starting from 1st April 2016.
- iii. For Item No. 3 (40HP- 50 HP engine): Supplied atleast 30 nos. of Marine Engines having minimum power of 40 HP in the last 3 years starting from 1st April 2016.
- iv. For Item No. 4 (55HP- 70 HP engine): Supplied and delivered atleast 30 nos. of Marine Engines having minimum power of 50 HP in the last 3 years starting from 1st April 2016.

3. 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 (h)

For Manufacture and Non-Manufactures bidder Both

(c) Bidder must have **availability in the Purchaser's Country of spare parts and after sales services network for the equipment offered in the bid.**

In case the spares and after-sale services are not available in Assam, the bidder shall submit a declaration as specified in BDS ITB 11.1 (h).

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 meets qualification criteria for any combination of two(02) or three (03) items, the bidder may apply for all the items. It will be the absolute discretion of the Procuring Agency to decide the items 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.

Section IV – Bid Forms

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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]*

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

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

- (a) **No reservations:** We have examined and have no reservations to the RFB document, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;
- (c) **Eligible Goods and Related Services:** If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with **ITB 5** and Section V, Eligible Countries. The Goods and Related Services shall be sourced from *[insert name of the country(ies)]*
- (d) **Bid/Proposal-Securing Declaration:** *[select OPTION 1 or 2 as applicable]*

OPTION 1

“We have neither been suspended nor declared ineligible by the Purchaser(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with **ITB 4.7**” or

OPTION 2

“We have been suspended or declared ineligible by the following entities based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with **ITB 4.7***[insert name of entities]*”;

- (e) **Conformity:** We offer to supply, in conformity with the RFB document and in accordance with Section VII- Schedule of Requirements, the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **Bid Price:** *[Select one of the following four options with respect to Bid Price]*

For Multi Supplier FA

“The total price of our Bid, excluding any discounts offered in item (g) below is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*”

- (g) **Unconditional Discounts:** The unconditional discounts offered are: *[Specify in detail each unconditional discount offered.]*
- The exact method of calculations to determine the net price after application of unconditional discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (h) **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;
- (i) **Performance Security:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITB 4.3**;
- (k) **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;
- (l) **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];*
- (m) **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 and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

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

- (n) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency/Purchaser(s) to purchase any Goods, and/or Related Services from any FA Supplier during the Term of the Framework Agreement.
- (o) **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/Purchaser in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Purchaser(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. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (p) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Bid that you may receive.
- (q) **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]*

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

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

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. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's 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>
<p style="text-align: center;">4. Bidder's Authorized Representative Information</p> <p>Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p style="text-align: center;">5. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <p><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.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:</p> <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 this forms online.

Multi-Supplier FA- Price Schedule: Goods Manufactured in the Purchaser's Country

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	25 HP- 30 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system including installation and 2-year additional extended warranty***	45 days	115 sets			
2	30 HP- 40 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system including installation and 2-year additional extended warranty***	45 days	667 sets			

3	40 HP- 50 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system including installation and 2-year additional extended warranty***	45 days	266 sets			
4	55 HP- 70 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system including installation and 2-year additional extended warranty***	45 days	63 sets			
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.

*** *over and above normal warranty for Marine Engine and Reversible gear box*

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 ITB 4.8 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 ITB 4.8(a) and ITB 5.1: *none*
2. Under ITB 4.8(b) and ITB 5.1: *none*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); Bidders (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

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Estimated Schedule of Requirements- Supply of Goods

Line Item N°	Description of Goods	Physical unit	Indicative Quantity per Specified Period [per Quarter]			Indicative total Quantity required over the term of the FA	Delivery Period** as per Incoterms	Named Place/s of Destination	Final Place/s of Destination (Project Site) [if known]
			Period 1	Period 2	Period 3				
1	25 HP- 30 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system including installation and 2-year additional extended warranty***	Set	38	39	38	115	45 days	Assam	As per BDS-ITB 14.7 (a)(iii)
2	30 HP- 40 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system including installation and 2-year additional extended warranty***	Set	222	222	223	667	45 days	Assam	As per BDS-ITB 14.7 (a)(iii)
3	40 HP- 50 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system including installation and 2-year additional extended warranty***	Set	88	88	90	266	45 days	Assam	As per BDS-ITB 14.7 (a)(iii)
4	55 HP- 70 HP Type approved marine engine, Compatible Type Approved Gear Box and Compatible IS/BIS approved Propulsion system including installation and 2-year additional extended warranty***	Set	21	21	21	63	45 days	Assam	As per BDS-ITB 14.7 (a)(iii)

** “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.

*** *over and above normal warranty for Marine Engine and Reversible gear box*

Technical Specifications

Of

Propulsion System – Main Engines, Gear Box, Stern gear.

1.0 Main Propulsion:-

Conventional propulsion system with one diesel engine one reverse reduction gear box and one fixed pitch propeller along with Shaft and associated fittings to meet all requirements shall be provided.

The propulsion system shall be designed to achieve desired performance throughout the life of the vessel. Main Engine should be suitable for ambient temperature of 45 deg. C. Main engines along with manufacturers` recommended mounting arrangement to reduce vibrations and adequately insulated to reduce noise with heat exchanged cooling, 12/24 volt DC starting, are to be provided.

Engines & gear boxes shall be type approved by IACS class society along-with unit certification (Engine only) for marine application & should have indigenous product support facilities. Specific fuel consumption of engine will need to be certified during unit certification. Engines shall be compliant to latest applicable requirements of IMO/MARPOL. Proof of established indigenous product support in terms of spares and services availability for at least 10 years shall be provided. Manufacturer to provide service manual along-with part catalogue during supply of main engine, gear box along-with OEM recommended tool kit& on-board spares.

1.1 Main Engine:-

Heavy duty continuous rating, inboard, diesel engine of reputed brand having indigenous product support facilities duly type approved by IACS member).

The **approximate** power of engine based on size & speed of the **WOODEN** boat is described in the following table: however bidder may propose alternative suggestion which is more economical -

S. No.	Length (m)	Breadth (m)	Brake Power (kW) @ 8 Knot Speed
1	10-15	2	25 HP- 30 HP
2	15-20	3	30 HP- 40 HP
3	20-25	4.5	40 HP- 50 HP
4	30-35	5.5	55 HP- 70 HP

Engine rating should be of 2800 hours operating profile per year.

1. The bidder shall be responsible for installation of the machinery and supply of those essential fittings/ accessories not otherwise specified for satisfactory performance of the boat at river.
2. Fuel having flash point less than 60 degrees (for example petrol etc.) is not to be used.
3. The engine is to be equipped for electrical starting. 12/24V electrical starting equipment shall be provided.
4. The engine is to be complete with its associated ancillary equipment, pipes, fittings, instruments and protection devices.
5. The engines shall be Fresh Water Cooled. A Fresh Water header tank of suitable capacity with filling connections, a back-up line drain connection etc. shall be provided. The fresh water shall be provided with cooling arrangement.
6. The engine is to be supplied with following standard equipment as applicable:-
 - (a) Base standard liquid- cooled diesel as per manufacturers specifications.
 - (b) Electric starter 12/24V DC.
 - (c) Flameproof hose lines for fuel connection.
 - (d) Fuel safety equipment (tank with level monitor for leak-off of jacketed HP lines).
 - (e) Fuel pre-filter.
 - (f) Oil dipstick (left or right).
 - (g) Oil change equipment with semi-rotary hand pump.
 - (h) Propulsion plant management system (in compliance with manufacturer's specification).
7. The "Classified power available on board" for each engine to be as per ISO 3046/1 under ambient conditions of:
 - ambient air temperature in the machinery space between 0°C and 55°C;
 - relative humidity of air in the machinery space up to 96 per cent;
 - river water temperature up to 32°C.
8. The rating of the main engine is to be suitable for the temperature conditions associated with the geographical limits of the restricted service.
9. Engine installations are to be designed such as to ensure proper operations under the conditions as under:
 - Permanent list of 10°
 - Permanent trim of 5°
10. The main engines shall suit the load profiles of the boat.

- 2) Lube Oil Circuit :-
 - a. Filter- Duplex type
 - b. Hoses – Fire resistant
 - c. Oil sump- Deep sump

- 3) River Water Circuit :-
 - a. Pump – Impeller & Casing – Gun Metal
Shaft- SS 304
Housing – Cast Iron
Installation Bracket- Cast Iron

- 4) Coolant Circuit :-
 - a. Heat Exchanger – Tube Sheet- Naval brass
 - a. Header Cap- Cast Iron
 - b. Shell- Aluminium
 - c. Tubes- CuNi 90:10
 - b. Provision of Coolant Level Switch – Yes
 - c. Sensors and switches – 2 Wire

- 5) Charge Air & Exhaust :-
 - a. Air Filter – Industrial – replaceable element
 - b. Silencer – With spark arrestor
 - c. CAC – Tube Sheet – IS 2062
Air Side cover- Aluminum
Water Side cover- Cast iron
Tubes- CuNi 90:10

- 6) Electrical System :-
 - a. Control System – Type Certified digital controller
 - b. Digital display for - Lube oil pressure, Lube oil temp., Fresh water temp., Engine speed, Hour run.
 - c. Provision of Alarm, safety, and shut down with audible hooter and display as per class requirement.

1.2 Reduction Gear Box:-

One marine reversible/reduction gearbox of any reputed brand having indigenous product service support facilities duly type approved by IACS member with suitable reduction ratio shall be fitted on each shaft line to meet main engine output and speed characteristics. The reduction gearbox shall be marine type and rigidly mounted with manufacturer's recommended mounting arrangement with couplings to main engines. Thrust bearings shall

be incorporated within the gearbox. The gearbox shall be complete with its auxiliary equipment, systems, controls and instrumentation.

1.3 Stern Gear

Fixed Pitch Propeller (FPP) shall be provided. Each shaft line shall consist of a propeller shaft, fixed pitch propeller; Material of the propeller shall be Phosphorous-bronze alloy.

1.4 Steering Gear

Streamlined rudder driven by mechanical/Electro-hydraulic steering gear, controlled from the suitable location to be provided. The rudder shall be capable of moving from hard over to hard over (35 Deg. Port to 35 Deg. Starboard) at full speed of the vessel, ahead and astern.

2.0 MAIN MACHINERY MONITORING AND CONTROLS:

2.1 General

Main Engine shall be provided with control module, engine sensors, and control and display system. Display module shall be provided at suitable location in wheelhouse/coxswain.

Levers controlling engine speed and ahead/astern selection for each engine, gearbox shall be arranged for remote operation in the wheelhouse/coxswain. Instruments and gauges required for the normal operation of the main engines/ Gear box shall be mounted in the console in the Wheelhouse/coxswain.

2.2.0 Throttle lever Type	No off	One OEM recommended reputed make
2.2.1 Steering Wheel Type	No off	One Reputed Make connected to the rudder.
2.2.2 Gearbox Type	No off	One set Lever to be Provided for gearbox to engage forward, neutral or reverse.
2.2.3 Engine Starting		Direct starting through a starter on each engine
2.2.4 Starting & Stopping		Each main engine can be started and stopped electricity from the Main Engines helm console.
2.2.5 Instrumentation		Instrument panel shall be watertight. Essential machinery instrumentation at control position shall include: (i) Tachometer (ii) Engine oil pressure alarm and trip. (iii) Engine oil temperature alarm.

- (iv) Engine water temperature alarm.
- (v) Gearbox oil pressure alarm.
- (vi) Gearbox oil temperature alarm
- (vii) Emergency main engine stop.
- (viii) Over speed trip mechanism.

2.2.6 Monitoring and Control Systems in Wheel House/Coxswain:

- (i) Engine start/stop buttons.
- (ii) Warning system circulatory check push button with indication.
- (iii) Stop auto indication for lube. Oil pressure, F.W. temperature alarm and over speed.
- (iv) Lube oil pressure gauges for engines and gearbox.
- (v) RPM gauge and hour counter for main engines.
- (vi) Voltmeter indicating battery voltage
- (vii) Steering and trim position indicating gauge.

3.0 Warranty, Periodical Maintenance: - Bidder has to provide extended warranty for two (02) additional years for Marine Engine and Reversible Gear Box over and above normal warranty.

The period of validity of the Warranty shall thus be 36 months (including extended warranty period) for Marine Engine, gear box. The period of validity of the Warranty shall be 12 months for propulsion system

For purposes of the Warranty, the place(s) of final destination(s) shall be:

Barpeta, Bongaigaon, Darrang, Dhubri, Goalpara, Dibrugarh, Jorhat, Guwahati, Lakhimpur, Marigaon, Nalbari, Sonitpur Tinsukia, Silchar.

During the normal and extended warranty period, the bidder has to provide periodical maintenance to the supplied equipment as per the preventive maintenance schedule.

4.0 Installation of Marine Engine, Reversible gear box and Training

The bidder shall be responsible for installation of the machinery and supply of those essential fittings/ accessories not otherwise specified for satisfactory performance and fitment of propulsion system in the boat at the final places of final destination. Bidder should submit detailed proposal demonstrating approach and methodology that to be adopted for the fitment of the supplied machinery in the boats at various locations in Assam.

The bidder shall be responsible for installation of the machinery in the wooden boats in the final place of destination . During fitment of the propulsion system following will be examined by IRS:-

- a) Engine installation, shafting & propeller arrangement.
- b) Examination of structural arrangement in way of engine girder.

- c) Examination of fuel system including provision of fuel filter, & water separator, engine cooling system, exhaust system (dry/wet type).
- d) Examination of engine starting/stopping system, control & monitoring system.
- e) Water/speed trials to evaluate the performance of engine. (Min. one hour water trial of boat to be carried out at various loading condition to evaluate the engine RPM, and boat speed, maneuvering trial, astern trial, turning circle, crash stop.).
- f) Bidder has to provide the boatman/boat owner a brief operational procedure training after installation of the equipments.

Following Check list format will be used by inspection agency for certify successful installation of Propulsion System :

Propulsion System Examination Checklist:-

Sr. No.	Item Examined	OK	Not Ok	N/A	Remark
1	Engine & gear box installation, shafting alignment & propeller arrangement				
2	Structural arrangement in way of engine girder				
3	Examination of fuel system including provision of fuel filter, water separator, fuel filling arrangement, air vent.				
4	Engine cooling system (sea chest/sea cock, Skin fittings etc.)				
5	Exhaust system (dry/wet type).				
6	Examination of engine starting/stopping system, control & monitoring system.				

7	Provision of Fire Fighting arrangement in the engine room in case of decked boats.				
8	Water/speed trials to evaluate the performance of engine & boat. Min. one hour water trial of boat to be carried out at various loading condition to evaluate the engine RPM, and boat speed, maneuvering trial, astern trial, turning circle, crash stop.				

Owner Representative

Attending Surveyor

Drawings

This RFB document includes no drawings.

Inspections and Tests

The following inspections and tests shall be performed:

1.0 Test & Trials: Procuring Agency has appointed Indian Register of Shipping (IRS) who has branches in 24 countries and an IACS member as an Inspection agency. IRS has branches at the following locations: India, USA, UK, Greece, Netherlands, UAE, China, Sri Lanka, Bangladesh, Singapore, Lagos-Nigeria, Malaysia, Thailand, Bulgaria, France Turkey, Alexandria , Saudi Arabia, Tehran, Hongkong, Vietnam . IRS will perform activities below at manufacturer premises:

1. *Unit approval of the Type approved Engine.*
2. *Specific Test for fuel consumption of Engine.*

The bidder shall be responsible for installation of the machinery in the wooden boats in the final place of destination. During fitment of the propulsion system following will be examined by IRS:-

- a) Engine installation, shafting & propeller arrangement.
- b) Examination of structural arrangement in way of engine girder.
- c) Examination of fuel system including provision of fuel filter, & water separator, engine cooling system, exhaust system (dry/wet type).
- d) Examination of engine starting/stopping system, control & monitoring system.
- e) Water/speed trials to evaluate the performance of engine. (Min. one hour water trial of boat to be carried out at various loading condition to evaluate the engine RPM, and boat speed, maneuvering trial, astern trial, turning circle, crash stop.).

2.0 Marine Engine Examination Check List

The following Check-list format will be used for inspection & test of the marine engine:

Marine Engine Examination Checklist:-

Sr. No.	Item Examined	Description	Remark
1	Engine Type & Make		
2	Engine Sr. No. Gear Box Sr. No.		

3	Is Propulsion engines, gear boxes are type approved by Class.	Yes (Please Enclose Type approval certificate copy)	
4	Is unit certification of engine by IRS carried out.	Yes (Please Enclose IRS unit certification copy as applicable)	
5	Is Fuel having flash point less than 60 degrees (for example petrol etc.) is being used.	Yes No	
6	Is Engine is NOx complaint if more than 130 Kw.	Yes (Please enclose certificate copy, if applicable) No N/A	

Owner Representative

Attending Surveyor

PART 3 – Procuring Agency Forms

Procuring Agency Forms

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Notification of Intention to Conclude a Framework Agreement(s)

[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name:*[insert Authorized Representative's name]*

Address:*[insert Authorized Representative's Address]*

Telephone/Fax numbers:*[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

Procuring Agency: *[insert the name of the Procuring Agency]*

Project:*[insert name of project]*

Framework Agreement title: *[insert the name of the FA]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

Date of transmission: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s)(Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

The successful Bidder(s) are the following:

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

All Bidders*[INSTRUCTIONS: insert names of all Bidders that submitted Bids. If the Bid price/sor pricing mechanism/s was evaluated include the evaluated as well as the read out price.]*

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder’s Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder’s Bid or (b) information that is marked confidential by the Bidder in its Bid.]

How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

Provide the framework agreement name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

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

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice.

How to make a complaint

Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, *[insert date]* (local time).

Provide the Framework Agreement name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

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

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your

complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations) [<https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005>] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III).

Standstill Period

Deadline: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled 'How to request a debriefing'.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Notification to Conclude a Framework Agreement

[Use letterhead paper of the Procuring Agency]

[Date]

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

**Notification to Conclude a Framework Agreement
Framework Agreement No. *[insert FA reference number]***

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

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same.

Authorized Signature: _____

Name: _____

Title/position: _____

Name of Agency: _____

Telephone: _____

Email: _____

Attachment: Framework Agreement

PART 4– Framework Agreement

Framework Agreement

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the supply of [*insert brief description of Goods and services*]

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

between

the Lead Purchaser *Assam Inland Water Transport Development Society, “an agency of the Ministry of the Government of Assam and having its principal place of business at 3rd Floor, Office of DIWTA, Ulubari, Guwhati, Assam as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers listed in Schedule [insert number] to this Framework Agreement (Purchaser (s)) and*

the Supplier [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert country of Supplier*] and having its principal place of business at [*insert Supplier’s address*] (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the 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 a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Section A: Framework Agreement General Provisions

Section B: Framework Agreement Specific Provisions

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 Purchasers

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 day, month and year indicated above.

“For and on behalf of the Lead Purchaser:”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Agency: *[insert the name of agency]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier:

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

Full name: *[name of person signing]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification official of witness]*

Section A: Framework Agreement General Provisions (FAGP)

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Section A

Framework Agreement General Provisions (FAGP)

1 Definitions

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

- (a) **“Bank”** means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.
- (b) **“Base Price”** is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with **FA Specific Provision FAGP 8.1**.
- (c) **“Business Day”** is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.
- (d) **“Call-off Contract”** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- (e) **“Closed Framework Agreement”** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.
- (f) **“Commencement Date”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- (g) **“Contract Price”** is 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.
- (h) **“Day”** means calendar day.
- (i) **“Goods”** means all goods, materials, items,

commodities, raw material, machinery, equipment, and/or other materials, as specified in the **FA Specific Provisions**, that the Supplier is required to supply to the Purchaser under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.

- (j) **“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).
- (k) **“Incoterms”** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).
- (l) **“Lead Purchaser”**, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the **FA Specific Provisions**. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.
- (m) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the **FA Specific Provisions**;
- (n) **“Purchaser”** is the Borrower’s agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.
- (o) **“Purchaser’s Country”** is the country specified in

the **FA Specific Provisions**.

- (p) **“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination.
- (q) **“Responsible Agency”**, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.
- (r) **“Secondary Procurement”** is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- (s) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Purchaser, as specified in the **FA Specific Provisions**.
- (t) **“Supplier”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.
- (u) **“Term”** mean the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the **FA Specific Provisions**.

2 Framework Agreement Documents

- 2.1 This Framework Agreement (FA) 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.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions**.

3 Supplier's obligations

- 3.1 The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.
- 3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:
- (a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
 - (b) at the Contract Price specified in the Call-off Contract, and
 - (c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 3.4 If specified in the **FA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its bid and still to be delivered, the Supplier shall offer to the Purchaser(s) of the Call-off Contracts the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Purchaser (s).
- 3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.
- 3.6 **The Supplier agrees to provide the Lead Purchaser number , value and status of award received on monthly basis**

4 Continued

- 4.1 The Supplier, shall continue to have the nationality of an

Qualification and Eligibility

eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, 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.

4.2 All Goods and Related Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. 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. ineligible Countries, if any, are listed in the **FA Specific Provisions**.

4.3 To continue to be eligible the Supplier shall 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 General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as the Bank shall have determined.

4.4 The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5 Term

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FA Specific Provisions**.

5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended, at the Purchaser's sole discretion, and

where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than a total of five (5) years.

- 6 Representative** 6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. 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 authorized to make decisions on the day to day operation of the Framework Agreement.
- 7 Role of Lead Purchaser or Responsible Agency** 7.1 Where there is a Lead Purchaser or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Purchaser or Responsible Agency. The Lead Purchaser or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.
- 7.2 Where no Lead Purchaser or Responsible Agency has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in **FAGP 6.1** above, in relation to communications and notices etc., apply to the Purchaser.
- 8 Contract Price** 8.1 The Contract Price for each Call-off Contract, shall be determined as specified in the **FA Specific Provisions**.
- 9 Performance Security** 9.1 The Purchaser may require a Performance Security from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special

Conditions of Contract.

10 Language

- 10.1 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 Purchaser and Supplier, shall be written in the language specified in the **FA Specific Provisions**. 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 this Framework Agreement, and any Call-off Contract, this translation shall govern.
- 10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

11 Notices

- 11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

12 Fraud and Corruption

- 12.1 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 this Framework Agreement General Provisions (Fraud and Corruption).
- 12.2 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 Primary or 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 currency, and the purpose of the commission, gratuity or fee.

13 Records, inspections and audit

- 13.1 The Supplier 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 time changes and costs.

13.2 Pursuant to paragraph 2.2 e. of the Appendix to this Framework Agreement General Provisions (Fraud and Corruption), the Supplier shall permit, and shall cause its subcontractor(s) and sub consultants to permit, the Bank and/or persons appointed by the Bank, to inspect the site and/or the accounts and records relating to the 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. The Supplier's and its Subcontractors' and sub consultants' attention is drawn to **FAGP 12.1**, 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).

14 Confidential Information

14.1 The Purchaser and the Supplier 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.

14.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract
- (b) now, or in future, 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
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

15 Governing Law

15.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of the Purchaser's country, unless otherwise specified in the **FA Specific Provisions**, or the Special

- Conditions of Contract as set out in any Call-off Contract.
- 16 Change to the Framework Agreement**
- 16.1 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.
- 17 Termination of the Framework Agreement**
- 17.1 The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:
- (a) in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, or
 - (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per **FAGP 4**. or
 - (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Purchaser, or
 - (d) the Supplier becomes bankrupt or otherwise insolvent.
- 17.2 The Purchaser may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.
- 18 Consequence of expiry or termination**
- 18.1 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. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.
- 19 Dispute resolution in relation to this Framework Agreement**
- 19.1 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.

19.2 Where parties have exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

20 Dispute resolution in relation to Call-off Contracts

20.1 The Purchaser and the Supplier for a Call-off Contract 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.

20.2 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 provision 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 **FA Specific Provisions**.

20.3 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.

Appendix

to Section A: Framework Agreement General Provisions

Fraud and Corruption

(Text in this Appendix shall not be modified)

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;¹
 - ii. to be a nominated² 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 inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated 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.

² 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.

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

Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

Framework Agreement General Provision	Description
FAGP 1.1 (i) Goods	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <i>Procurement of Marine Engines, Reversible Gearbox & Propulsion system for wooden boats under the Jibondinga scheme</i> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
FAGP 1.1 (l), (m) & (s) Single/Multi-User	The Lead Purchaser is : Assam Inland Water Transport Development Society (AIWTDS) . This is a Multi-User Framework Agreement. All participating Purchasers are listed at Schedule 6
FAGP 1.1 (o) Purchaser' Country	The Purchaser's Country is: <i>India</i>
FAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents.: <ul style="list-style-type: none"> a. Framework Agreement, including all Sections and Schedules, b. Notice of Conclusion of a Framework Agreement, and c. Letter of Bid (from Primary Procurement process)
FAGP 3.4 Supplier's Obligations	<i>As per latest Emission, noise level norms</i>
FAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible.

	None
FAGP 5.1 Term	The Term of this Framework Agreement is 1 year from the Commencement Date.
FAGP 5.2 Term extension(s)	Not Used
FAGP 6.1 Representatives	<p><u>Purchaser's Representatives</u></p> <p>The name and contact details of the Lead Purchaser under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p style="padding-left: 40px;">Name: Rahul Ch Das, ACS</p> <p style="padding-left: 40px;">Title/position: Deputy State Project Director, Assam Inland Water Transport Development Society</p> <p style="padding-left: 40px;">Address :DIWT Office, Ulubari, Guwahati</p> <p style="padding-left: 40px;">Phone: ++91 361-2526421</p> <p style="padding-left: 40px;">E-mail: dir.iwtds-as@gov.in</p> <p>The Representatives for all other participating Purchasers are listed in Schedule 6 to this Framework Agreement.</p>
FAGP 6.1 Representatives	<p><u>Supplier's Representatives</u></p> <p>The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p style="padding-left: 40px;">Name:</p> <p style="padding-left: 40px;">Title/position:</p> <p style="padding-left: 40px;">Address:</p> <p style="padding-left: 40px;">Phone:</p> <p style="padding-left: 40px;">Mobile:</p> <p style="padding-left: 40px;">E-mail:</p>
FAGP 8.1	The Contract Price that will apply to the purchase of Goods under a Call-

<p>Contract Price</p>	<p>off Contract shall be:</p> <p>For Direct Selection:</p> <p>the Base Price stipulated in the Framework Agreement, Schedule 2, subject to provisions below.</p>
<p>FAGP 8.1</p> <p>Contract Price</p>	<p>Adjustments to the Base Price</p> <p>The Base Price offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.</p>
<p>FAGP 3.1 & 8.1</p> <p>Contract Price</p>	<p>if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base 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 Framework Agreement. 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 FAGP 8.1.</p>
<p>FAGP 10.1</p> <p>Language</p>	<p>The language of this Framework Agreement, and any Call-off Contract is <i>English</i>.</p>
<p>FAGP 20.2</p> <p>Dispute Resolution in relation to Call-off Contract.</p>	<p>The rules of procedure for arbitration shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration</p> <p>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-</p>

	<p>clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Indian Council of Arbitration/president of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India), shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Guwahati, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)</p> <p>(f) Except as otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute</p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to the supply, erection, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Guwahati, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].</i></p> <p>Except as otherwise agreed to by the Parties, Arbitrators should give a</p>
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	decision in writing within 120 days of receipt of notification of dispute.
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SCHEDULE 1: Schedule of Requirements

Contents

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

SCHEDULE 2: Price Schedules

[insert the price/pricing methodology and price schedules as appropriate e.g.:]

Contents

1. Goods Manufactured Outside the Purchaser's Country, to be imported
2. Goods Manufactured Outside the Purchaser's Country, already imported
3. Goods Manufactured in the Purchaser's Country
4. Price for Related Services

SCHEDULE 3: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in this RFB document for the Secondary Procurement process.

1. Secondary Procurement method(s)

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is:

- (i) direct selection based on the choice of participating purchasers in schedule 6.

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

1.1 Direct selection based on the choice of participating purchasers in schedule 6.

Participating purchasers are the beneficiary of Jibondinga scheme, an incentivisation Scheme launch by the Government of Assam for Wooden boat owners and Directorate of Inland water transport, GoA.

2. Formation of Call-off contract

The Purchaser shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

For direct selection based on the choice of participating purchasers , the Call-off contract is formed when the Purchaser transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Purchaser and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed, or the date agreed by the parties.

3. Communicating the award of Call-off Contract

The Purchaser shall, at the same time as awarding the contract, communicate the award of the Call-off Contract:

- a. The items included in the Call-off Contract.
- b. the name and address of the successful Supplier
- c. the quantity/volume of Goods being procured
- d. the contract price

4. Complaint about award of Call-off Contract

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Purchaser, by the quickest means available, e.g. email
- b. the Purchaser will address the complaint within a reasonable time

- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

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 shall 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), whether acting on its own account, or in its capacity as administrator of trust funds provided by other donors.
 - (b) “**Contract**” means a Call-off Contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties are the Purchaser and Supplier.
 - (c) “**Contract Documents**” means the documents listed in the Call-off Contract, including any amendments thereto.
 - (d) “**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.
 - (e) “**Day**” means calendar day.
 - (f) “**Completion**” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) “**GCC**” means these General Conditions of Contract that apply to a Call-off Contract.
 - (h) “**Goods**” means all of the commodities, raw material, machinery, equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the

Contract.

- (i) **“Purchaser’s Country”** is the country specified in **the Framework Agreement (FA) Specific Provisions**.
- (j) **“Purchaser”** means the entity purchasing the Goods and Related Services, if applicable, as specified in the Call-off Contract.
- (k) **“Related Services”** if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in the Call-off Contract.
- (l) **“SCC”** means the Special Conditions of Contract as set out in an individual Call-off Contract.
- (m) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) **“Supplier”** means the person, private or government entity, or a combination of the above that has concluded a Framework Agreement by the Purchaser to deliver, under a Call-off Contract, the Goods, and perform the Related Services, as and when required.
- (o) **“Project Site,”** where applicable, means the place named in the **SCC**.

2. **Contract Documents**

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

4.3 Entire Agreement

The Call-off Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Non-waiver

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

4.6 Severability

If any provision or condition of the Contract is prohibited or

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

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws specified in the **FA Specific Provision**.
- 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 Borrower'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 Settlement of Disputes for Call-off Contracts shall be as specified in the SCC.
- 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 paragraph 2.2 e. of the Appendix to the Call-off Contract General Conditions of Contract (the Bank's Fraud and Corruption provisions), the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the 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.
- 11.3 The Supplier's and its Subcontractors' and sub-consultants' attention is drawn to **GCC 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 quotations (mini-competition) 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 currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 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 For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods

to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified **in the SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified **in the SCC**.

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

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

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

19. Copyright

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

20. Confidential Information

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

confidentiality similar to that imposed on the Supplier under **GCC Clause 20**.

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

20.3 The obligation of a party under **GCC Sub-Clauses 20.1** and **GCC Sub-Clauses 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 Clause 3** and **GCC Clause 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: Schedule of Requirements, and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

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

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency, from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Inco-terms 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 Inco-terms.

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 the 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 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: Schedule of Requirements, **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 from the port or place of loading in the country of origin, whichever period concludes earlier.

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

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective 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 7 (seven) days prior to (i) in case of Direct Contracting, the date of issuance of Letter of Award of Call-off contract or (ii) in case of mini-competition, the date of Request for Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period 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 and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser

in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the

value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality of the Goods, or any Related Services.

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

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

without compromising the necessary functions of the Goods, or any Related Services.

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

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in **GCC Sub-Clause 33.5 (a) to (d)** above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 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 27**, unless an extension of time is agreed upon, pursuant

to **GCC Sub-Clause 34.1.**

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by 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 these GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to **GCC Sub-Clause 35.1(a)**, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

terminated, and the date upon which such termination becomes effective.

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

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

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

36. Assignment

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

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or Related Services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to **GCC Sub-Clause 35.3**.

Appendix

to Call-off Contract General Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

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

2.3 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.

2.1 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;¹
 - ii. to be a nominated² subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and 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;

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 inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated 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.

² 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.

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.

Special Conditions of Call-off Contract (SCC)

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

Purchaser Country GCC 1.1 i	India
Purchaser GCC 1.1 j	Purchaser means Assam Inland Water Transport Development Society
(Project Site/Final Destination) GCC 1.1(o)	The Project Site(s)/Final Destination(s) are: <i>Barpeta, Bongaigaon, Darrang, Dhubri, Goalpara, Dibrugarh, Jorhat, Guwahati, Lakhimpur, Marigaon, Nalbari, Sonitpur Tinsukia, Silchar.</i>
Incoterms GCC 4.2 (b)	The edition of Incoterms that shall apply is 2010
Addresses for notices GCC 8.1	<p>For <u>notices</u>, the Purchaser's address shall be:</p> <p>Attention: <i>Mr. Rahul Ch. Das, ACS, Deputy State Project Director</i></p> <p>Street Address: <i>Ulubari</i></p> <p>Floor/ Room number: <i>Third Floor, DIWTA</i></p> <p>City: <i>Guwahati</i></p> <p>ZIP Code: <i>781007</i></p> <p>Country: <i>India</i></p> <p>Telephone: <i>+91 361 2526421</i></p> <p>Electronic mail address: <i>dir.iwtds-as@gov.in</i></p> <p><u>Address for notices to the Supplier:</u> <i>insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[email address]</i></p>
Settlement of Disputes	The settlement of disputes for Call-off Contracts shall be in

GCC 10.1	accordance with FAGP 20.2
<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> <p>(a) <i>For Goods supplied from abroad:</i></p> <p>GCC 13.1 Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i) One original and four copies of Supplier’s invoice showing contract number, goods description, quantity, unit price and total amount; (ii) Original and two copies of the negotiable, clean, on-board bill of lading* <i>or Airway bill or equivalent transport document</i> marked freight prepaid and Original and two copies of non-negotiable bill of lading* <i>or Airway bill or equivalent transport document</i>; (iii) Four Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer’s/Supplier’s warranty certificate; (vi) <i>Unit Approval Certification by IRS, Type Approval Certificates for Gear Box, IS/BIS certificate for Propulsion system, Surveyor’s acceptance report of fitment in the boat, Fuel consumption Chart for the Engine.; and</i> (vii) Certificate of origin. <p>The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>

	<p>(b) <u>For Goods from within India:</u></p> <p>GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) One original and 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 equivalent transport document or acknowledgement of receipt of goods from the Consignee; (iii) Four Copies of packing list identifying contents of each package; (iv) Insurance certificate; (v) Manufacturer's/Supplier's warranty certificate; (vi) <i>Unit Approval Certification by IRS, Type Approval Certificates for Gear Box, IS/BIS certificate for Propulsion system, Surveyor's acceptance report of fitment in the boat, Fuel consumption Chart for the Engine.;</i> and (vii) Certificate or origin. <p>The above documents shall be received by the Purchaser:</p> <ul style="list-style-type: none"> (i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in GCC Sub-Clause 16.1. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise (ii) on shipment.
<p>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>

1. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

- (i) **On Shipment:** Fifty (50) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in **GCC Clause 13**.
- (ii) **On Acceptance:** Ten (50) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate (Successful installation certificate issued by Surveyor) issued by the Purchaser.

Provisions of Reserve Bank of India rules for making foreign payments for import of goods will apply.

Payment of local currency portion shall be made in INR within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

2. Payment for Goods and Services supplied from within the Purchaser's Country:

Payment for Goods and Services supplied from within the Purchaser's Country shall be made in *[insert currency]*, as follows:

- (i) **On Delivery:** Fifty (50) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in **GCC Clause 13**.
- (ii) **On Acceptance:** The remaining ten (50) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate (Successful installation certificate issued by Surveyor) for the respective delivery issued by the Purchaser.

(3) Payment of Local indirect Taxes such as goods and service tax etc. will be paid upon rising of Tax Invoices. The bidder will have to submit GSTR 3B and GSTR-I in support of GST compliance as and when required by the client.

(4) (i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs

	<p>and Practice for Documentary Credit, of the International Chamber of Commerce;</p> <p>(ii) The LC will be irrevocable and will be confirmed at Supplier's cost if requested specifically by the Supplier;</p> <p>(iii) If LC is required to be extended/ reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.</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 <i>Ninety (90)</i> days.</p> <p>In case of payments in Indian Rupees, the interest rate that shall be applied is <i>based on Prime Bank lending rate of State Bank of India applicable from the date of delay</i></p> <p>In case of payments in foreign currency, the interest rate that shall be applied is <i>based on the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate from the date of delay</i></p>
<p>Performance Security GCC 18.1</p>	<p>A Performance Security shall be required.</p> <p>The amount of the Performance Security shall be: For an amount of 10% of the contract value</p>
<p>Form of Performance Security GCC 18.3</p>	<p>If required, the Performance Security shall be in the form of: a Demand/Bank Guarantee</p> <p>If required, the Performance security shall be denominated a freely convertible currency acceptable to the purchaser.</p>
<p>Discharge of Performance Security GCC 18.4</p>	<p>Discharge of the Performance Security shall take place: 60 days after the date of completion of performance obligations including warranty obligations.</p> <p>The Performance Security shall be valid upto 60 days after the date of completion of performance obligations including warranty obligations.</p>
<p>Packing, marking and documentation GCC 23.2</p>	<p>The packing, marking and documentation within and outside the packages shall be: Each Package should be marked as "JIBONDINGA SCHEME"</p>
<p>Insurance cover GCC 24.1</p>	<p>The insurance coverage shall be as specified in the Incoterms.</p>

<p>Transportation GCC 25.1</p>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
<p>Inspections and tests GCC 26.1</p>	<p>The inspections and tests shall be: as per the Framework Agreement Schedule 1: Schedule of Requirements</p> <p>Note: The cost of tests and trials to be undertaken by Indian Register of Shipping (IRS) and indicated in Section VII: Schedule of Requirements – Inspections and Tests, 1.0 - Test & Trials, shall be borne by the Procuring agency.</p> <p>However, the supplier shall at its own expense and at no cost to the Purchaser carry out all other tests and/or inspections of the Goods and Related Services.</p>
<p>Site of inspections and tests GCC 26.2</p>	<p>The Inspections and tests shall be conducted at: Unit Inspection and Test of Marine Engine shall be done in Manufacturer’s facility. Installation inspection of marine engine, reversible gearbox and propulsion system shall be done in Barpeta, Bongaigaon, Darrang, Dhubri, Goalpara, Dibrugarh, Jorhat, Guwahati, Lakhimpur, Marigaon, Nalbari, Sonitpur Tinsukia, Silchar as applicable</p>
<p>Liquidated damages GCC 27.1</p>	<p>The liquidated damage shall be 0.5 %per weekor part thereof. The maximum amount of liquidated damages shall be 10 %.</p>
<p>GCC 28.3</p>	<p>The period of validity of the Warranty shall be 36 months (including extended warranty period) for Marine Engine, gear box. The period of validity of the Warranty shall be 12 months for propulsion system</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p><i>Barpeta, Bongaigaon, Darrang, Dhubri, Goalpara, Dibrugarh, Jorhat, Guwahati, Lakhimpur, Marigaon, Nalbari, Sonitpur Tinsukia, Silchar.</i></p> <p>In partial modification of the GCC provisions, the warranty period shall be 36 months(including extended warranty period)for Marine Engine, gear box and12 months for propulsion system from date of completion of installation of the Goods as per certification of surveyor. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</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</p>

	<p>own cost and expense and to carry out further performance tests in accordance with GCC Sub-Clause 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 as per Liquidated damages GCC 27.1</p>
<p>Repair/replacement GCC 28.5 GCC 28.6</p>	<p>The period for repair or replacement shall be 10 days.</p>
<p>Value Engineering GCC 33.4</p>	<p>Deleted</p>
<p>Additional Instruction</p>	<p><i>The word "JIBONDINGA" must be Prominently Embossed/Debossed in a prominent and irreplaceable part of Marine Engine and Gear Box in each Supplied Marine Engine and Gear Box</i></p>

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date:*[Insert date of issue]*

Performance Guarantee No.:*[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

Framework Agreement No.: *[insert Purchaser's reference for the Framework Agreement]*

Call-off Contract No.: *[insert Purchaser's reference for the specific Call-off Contract]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Call-Off Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and Related Services]*(hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* ()*[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Notification to Conclude a Framework Agreement, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GCC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this

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

[signature(s)]

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

guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

SCHEDULE 6: List of Purchasers

The following agencies are participating as Purchasers in this Framework Agreement.

#	Name of Purchaser	Address	Representative
1.	Assam Inland Water Transport Development Society	Ulubari, Guwahati, Assam	Name: Mr. Rahul Ch. Das Title/position: DSPD Phone: Mobile: E-mail: dir.iwtds-as@gov.in
2.	Directorate of Inland Water Transport, Government of Assam for 21 engines	Ulubari, Guwahati, Assam	Name: Mr. Dhrubajyoti Das, ACS Title/position: Director Phone:+913612462677 Mobile: E-mail:dir.iwtds-as@gov.in
3.	1090 beneficiaries of Jibondinga Scheme for 1090 engines	Various Places of Assam	Name: Title/position: Phone: Mobile: E-mail: