

**E-2**  
Dec - 23

**PROCUREMENT OF GOODS UNDER  
LOCAL COMPETITIVE BIDDING**

**FOR**

**Supply, Installation, Commissioning and Testing of  
Cold Storage 1000 MT, Blast Freezer 2 MT**

**FOR**

**Creative Shetkari Producer Company Ltd.,  
Wadwadi, Tq. Dist. Beed**

**UNDER**

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

**(Two -Envelope Bidding Process with e-Procurement**

**Hon. Balasaheb Thackeray Agribusiness and Rural Transformation  
(SMART) Project**

**E-TENDER NOTICE NO: 2024\_DOAWB\_1001494  
Supply, Installation, Commissioning and Testing of Cold Storage 1000  
MT, Blast Freezer 2 MT**

The Government of Maharashtra is implementing the World Bank-funded SMART Project. Creative Shetkari Producer Company Ltd., Wadwadi, Tq. Dist. Beed is one of the beneficiaries under the project and inviting online bids on <https://mahatenders.gov.in> for above mentioned Machinery. The bid document is also available on the project website [www.smart-mh.org](http://www.smart-mh.org), in tender and procurement section. The last date for submission of online bid is **26/02/2024 up to 03:00 PM**. Any updates or notices shall be published on aforementioned websites only.

**District Implementation Unit, SMART Project, Dist. Beed**

## **Notice Inviting Tender**

**E-TENDER NOTICE NO: 2024\_DOAWB\_1001494**

### **Hon. Balasaheb Thackeray Agri-business & Rural Transformation Project (SMART)**

Govt. of Maharashtra is implementing World Bank assisted Hon. Balasaheb Thackeray Agribusiness And Rural Transformation (SMART) Project for developing Agriculture Commodity value chains. Creative Shetkari Producer Company Ltd., Wadwadi, Tq. Dist. Beed is one of the beneficiaries under the project and inviting online bids for the following Machinery.

Name of Goods	Supply, Installation, Commissioning and Testing of Cold Storage 1000 MT, Blast Freezer 2 MT
Tender Fee Amount	Rs. 1180/- (1000+18% GST)
EMD	In the form of bid security declaration
Date & Time for Commencement of Downloading bid document	Date: 12/02/2024, Time: 11:00 AM
Pre-bid meeting	Date: 20/02/2024, Time: 11:00 AM Venue: District Implementation Unit, SMART Project, Bindusara Nursery, Near Palwan Chowk, Dhanora Road, Beed - 431122
Last date & time for downloading the bid document	Date: 26/02/2024, Time: 02:00 PM
Last Date (deadline) & Time for submission of bids	Date: 26/02/2024, Time: 03:00 PM
Date and Time for Opening of Technical envelop	Date: 27/02/2024, Time: 03:00 PM
Date and Time for Opening of Financial envelop	It will be made available through <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>

Tender document is available at <https://mahatenders.gov.in> and project website <https://smart-mh.org> in Procurement & tender section. For further any updates / notices shall be published on project website only.

**Sd/-**

**President**

**Creative Shetkari Producer Company Ltd.**

**Wadwadi, Tq. Dist. Beed**

**Contact No. +91 9421945001**

**E-Mail ID: [balirajakvm@gmail.com](mailto:balirajakvm@gmail.com)**

### **Pre-bid Meeting, Bid Submission & Opening Place**

District Implementing Unit, SMART Project cum Project Director (ATMA) Office

Bindusara Nursery, Near Palwan Chowk, Dhanora Road, Beed - 431122

Contact No.: 02442-299028

Email ID: [beed.diu.smart@gmail.com](mailto:beed.diu.smart@gmail.com)

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

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

REQUEST FOR BIDS (RFB)  
**(Two -Envelope Bidding Process with e-Procurement)**

Date: 12/02/2024

**E-TENDER NOTICE NO: 2024\_DOAWB\_1001494**

1. The Government of Maharashtra (hereinafter called "Borrower") is being financed from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a "loan" (hereinafter called "loan") toward the cost of the Hon. Balasaheb Thackeray Agribusiness & Rural Transformation (SMART) Project, Pune for developing Agriculture Commodity value chains.
2. The objective of the Project is "to support development of inclusive and competitive agriculture value chains focusing on small holder farmers and agri-entrepreneurs in Maharashtra. Project is extending up to 60% grants in the form of Viability Gap Fund (VGF) to eligible Community Based Organizations (CBO).
3. The SMART Project is being implemented by various Project Implementation Units. Creative Shetkari Producer Company Ltd., Wadwadi, Tq. Dist. Beed is one of the beneficiary of PIU-Agri under the SMART project.
4. The Creative Shetkari Producer Company Ltd., Wadwadi, Tq. Dist. Beed intends to apply a part of the grant/funds to cover eligible payments under the contracts for which this tender has been invited. Bidding is open to all bidders from eligible source countries as defined in the "Procurement Regulations for IPF Borrowers, July 2016, Revised August 2018 and November 2020". Bidders are advised to note the minimum qualification criteria specified in Clause 2 of the Instructions to Bidders to participate in the bidding process. In addition, please refer to paragraphs 3.14 and 3.15 of the "Procurement Regulations" setting forth the World Bank's policy on conflict of interest.
5. Creative Shetkari Producer Company Ltd., Wadwadi, Tq. Dist. Beed (herein after called "Purchaser") invites online bids on <https://mahatenders.gov.in> for supply, installation and commissioning of machinery detailed below.
6. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <https://mahatenders.gov.in> on or scheduled date and time. The "Technical Part" of the bids will be publicly opened online on the day & time specified in tender schedule or corrigendum. The "Financial Part" shall remain unopened in the e-procurement system. Any bid or modifications to bid received outside e-procurement system shall not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
7. Interested bidders need to submit a non-refundable tender fee online on portal.
8. Bids must be accompanied by EMD in the form of bid security declaration.
9. Other details can be seen in the bidding document.

## Instructions to Bidders

### SECTION - 1

#### 1. Scope of Bid:

The Purchaser invites bids for the procurement of goods as per section 2. The successful bidder will be expected to complete the supply & installation of goods by the intended completion date specified above.

#### 2. Qualification of the bidder: The bidder shall fulfill all following qualification criteria; the bidder

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

##### 1) Financial Capability:

should have achieved in at least one year an annual financial turnover not less than Rs. 195.88 Lakhs in the last three years (FY 2020-21,2021-22, 2022-23).

##### 2) Technical Capacity & Experience:

Should have **manufactured and sold** at least one unit of goods/Machinery/equipment of same or higher capacity for which this bid is invited in each financial year **since April 01, 2020 till last date of Bid Submission.**

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

4) Should not have Conflict of Interest as mentioned in the ITB 3.

5) Should have GST registration and status should be Active.

6) Test report of offered goods/machinery/equipment issued by agriculture university/ICAR/agency authorized by any Central/State government to issue such test certificate/report shall be submitted.

##### (b) If Bidder is not a manufacturer: The bidder

1) Should have GST registration and status should be Active.

2) Should have achieved in at least one year an annual financial turnover not less than Rs. 195.88 Lakhs in the last three years i.e. (FY 2020-21, 2021-22, 2022-23).

3) Should have satisfactorily **supplied & installed** similar goods/Machinery/equipment of **at least one unit** of goods/Machinery/ equipment of same or higher capacity for which this bid is invited **since April 01, 2020 till last date of Bid Submission.**

4) Should have Manufacturer Authorization Form/authorized dealer or distributor certificate issued by the Manufacturer

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

6) Should not have Conflict of Interest as mentioned in the ITB 3.

- 7) Test report of offered goods/machinery/equipment issued by agriculture university/ICAR/agency authorized by any Central/State government to issue such test certificate/report shall be submitted.

Note: Either the manufacturer or its dealers /distributors may participate in the bidding process, but not both.

### **3. Eligibility - Conflict of Interest\***

Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b) receives or has received any direct or indirect subsidy from another Bidder; or
- c) has the same legal representative as another Bidder; or
- d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- e) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Engineer for the Contract implementation;
- f) has a close business or family relationship with the concerned professional staff of the Borrower or of the project implementing agency.

(\* for further details refer to paragraphs 3.14 and 3.15 of the "Procurement Regulations" setting forth the World Bank's policy on conflict of interest)

### **4. Bid Price**

- a) The contract shall be for the full quantity/delivery as described above. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) All duties, taxes and other levies payable on the raw materials and components shall be included in the total price but excluding GST.
- c) The price should inclusive of transportation, loading, unloading, installation etc.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

### **5. Tender Fee & Bid Security:**

#### **a) Tender Fee:**

It is mandatory for the bidder to submit tender fee online on <https://mahatenders.gov.in>

#### **b) Bid Security:**

- 1. Bidder should submit bid security (EMD) in the form of bid security declaration in the attached format. If bidder not submitted bid security declaration, the bid submitted by such bidder shall be rejected.
- 2. The Bid Security declaration shall be executed

- a) if a bidder withdraws its bid prior to the expiry date of bid validity specified by the bidder on the letter of bid or any extended date provided by the bidder; or
- b) any information submitted found manipulated/hidden/false/mala fide in the bid
- c) if the successful Bidder fails to
  - (i) Sign the Contract or
  - (ii) Furnish a Performance Security

**6. Cost of Bidding:**

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

**7. Language of Bid:**

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English language.

**8. Pre-bid Meeting:**

The pre-bid meeting will be conducted by Purchaser for the interested bidders. Bidders are requested to attend a pre-bid meeting for clarification on the any terms and conditions, technical specifications etc. on the time, date, and place given in tender schedule. Participation in such a pre-bid meeting is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the technical/ commercial specifications/other conditions shall be entertained.

**9. Amendment of Bidding Document:**

- a) At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- b) 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 Purchaser. The Purchaser will also promptly publish the addendum on the Purchaser's website.
- c) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

## **10. Bid Validity Period:**

Bid shall remain valid for a period not less than 120 days after the deadline date specified for submission of bid.

## **11. Bid Submission:**

- a) The bidder should submit the bid online on e-tendering Portal <https://mahatenders.gov.in>.
- b) Modification and Withdrawal of Bids – Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- c) The bids submitted, shall comprise of the following 2 envelopes:
  - **Envelope 1:** Technical Bid
  - **Envelope 2:** Financial Bid in the form of BoQ

### **1) Technical bid: (Envelop 1)**

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

The bidder should upload following documents

- 1) Online payment receipt towards tender fee.
- 2) Letter of bid (Form No 1).
- 3) Bid security declaration (Form No 2).
- 4) Turn over certificate issued by the chartered Accountant for financial years i.e. (i.e. FY 2020-21, 2021-22, 2022-23 (Form No 4) or copy of ITRs or balance sheet.
- 5) Details of experience in supply of similar goods (Form No 5) along with the relevant documents.
- 6) Affidavit regarding completeness, correctness and truthfulness of documents (Form No 6).
- 7) Declaration about manufactured and sold similar goods for April 01, 2020 till last date of Bid submission. (Form No 7).
- 8) Valid GST registration certificate with Annexure A & Annexure B
- 9) Test report of offered goods/machinery/equipment issued by agriculture university/ICAR/ agency authorized by any Central/State government to issue such test certificate/report shall be submitted.

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

The bidder should upload following documents

- 1) Online payment receipt towards tender fee.
- 2) Letter of bid (Form No 1).
- 3) Bid security declaration (Form No 2).
- 4) Manufacturer's Authorization (Form No 3).
- 5) Turn over certificate issued by the chartered Accountant for financial years i.e. (i.e. FY 2020-21, 2021-22, 2022-23 (Form No 4) or copy of ITRs or balance sheet.
- 6) Details of experience in supply of similar goods (Form No 5) along with the relevant documents.

- 7) Affidavit regarding completeness, correctness and truthfulness of documents (Form No 6).
- 8) Valid GST registration certificate with Annexure A & Annexure B.
- 9) Test report of offered goods/machinery/equipment issued by agriculture university/ICAR/agency authorized by any Central/State government to issue such test certificate/report shall be submitted

## **2) Financial Bid: (Envelop 2)**

The bidder shall submit quote online for all the items.

Note: The contract shall be for the all items as described in technical specifications/BoQ. Also, Bidder shall quote rates for all the items mentioned in the BoQ. If bidder failed to quote rate for any or more items given in the BoQ and if bidder is selected, in such case bidder has to complete the all supply & other work of the said item/items without any cost

## **12. Deadline for Submission of Bids:**

- a) Bids must be received at the mentioned address not later than the last date and time for submission of bid.
- b) The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **13. Bid Opening and Evaluation of bids:**

### **a) Opening of Technical Envelop/Bid**

The 'Technical Envelop' of bids will be publicly opened first online in the presence of the bidders' designated representatives who wish to present during the bid opening.

### **b) Evaluation of Technical Bid**

The evaluation of the technical bids will be carried out as per the eligibility criteria mentioned in the clause 2. The bidders fulfilling minimum eligibility criteria are declared technically qualified and eligible opening of the financial proposal.

### **c) Opening of Technical Envelop**

Financial envelope of technically qualified bidders will be opened online in the presence of the bidders' designated representatives who wish to present during the bid opening.

## **14. Confidentiality:**

- a) Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until the information on Intention to Award the Contract is transmitted to all bidders.
- b) Any effort by a bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its bid.

- c) During the time of bid opening to the time of Contract Award, if any bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

**15. Clarification of Bids:**

- a) To assist in the examination, evaluation, comparison of the bids, and qualification of the bidders, the Purchaser may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids.
- b) If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

**16. Nonconformities, Errors and Omissions**

- a) A bid is substantially responsive; the Purchaser may waive any nonconformity in the bid.
- b) A bid is substantially responsive; the Purchaser may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

**17. Evaluation of financial bids**

To evaluate a bid, the Purchaser shall consider the following:

- a) Financial evaluation shall be done for all items together
- b) Financial evaluation of a bids will be done without taking into account the amount of GST

**18.** Information relating to evaluation of bids and recommendations for the award of Contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

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

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders.

**20.** Normal commercial warranty/guarantee 3 years shall be applicable to the supplied goods.

## **21. Award Criteria**

- a) The Purchaser will award the contract to the successful bidder whose bid has been determined to be the Most Advantageous Bid i.e. the bid that meets the specified Qualification Criteria and has been determined to be (a) substantially responsive to the bidding document; and (b) the lowest evaluated cost determined as per clause 17.
- b) The successful bidder will be notified of the award of contract by the purchaser prior to expiration of the bid validity period.

Note: In case of a tie of evaluated cost between two or more bidders, bidder whose turnover is higher than the other bidders shall be awarded contract

## **22. Notification of Award**

- a) Prior to the date of expiry of the Bid validity the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

## **23. Signing of Contract**

The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, the successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within ten (10) days of its receipt.

## **24. Performance Security**

- a) successful bidder needs to furnish the Performance Security, if mentioned in clause SCC 18.1 of contract document in the form of demand draft or bank guarantee issued by the nationalized /scheduled bank.
- b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the bidder offering the next Most Advantageous Bid who ready to match lowest rate or invite fresh bid.

## **25. Fraud and Corruption**

The World 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. 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 initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## **SECTION - 2**

# **Supply Requirements**

### 1. List of Goods and Delivery Schedule

Item No.	Name of Goods or Related Service	Unit	Quantity	Place of Delivery and Installation	Delivery & Installation Period
1	Insulated Puf Panels	Sq. Mtr.	2300	Gat No.199, Borkhed, Tq. Dist. Beed	60 Days
2	Floor Insulation Puf Slabs	Sq. Mtr.	808		
3	Cold Room Doors	Nos	9		
4	Refrigeration Machines	Nos	10		
5	Refrigeration Machine Accessories	Lot	5		

## 2. Technical Specifications of each item

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

Sr. No.	Name of Goods or Related Services	Technical Specifications & Standards
1	Refrigeration Condensing Unit	Carrier/ Bitzer/ Bluecold/Danfoss or Equivalent
2	Refrigeration Air Cooling Units	Bluecold / Lu/Ve/ Gutner/Star cooler
3	Flow Controls	Danfoss / Sporlon / Maniks / Carel / Dixell or Equivalent
4	Copper Pipe	Mandev/ Metal Sales/ Indigo or Equivalent
5	Copper Pipe Insulation	K-Flex/ Hira/ Aarma Flex or Equivalent
6	Upvc/ Cpvc Pipes & Fittings	Prince/ Supreme/ Astral/ Ashirvad
7	Refrigerant Gas r404a	Stallion/ Honeywell/ Dupoint
8	Insulated Puf Panel	Metecno/Binal / Jindal
9	Insulated Doors	Metaflex / Gandhi Automations
10	Pressure Relief Valves	Fermod
11	Dock Door Dock Seal Dock Leveler	Metaflex / Gandhi Automations
12	Strip Curtains	Panchshil / Resair
13	Silicone Sealant	Wacker/ Saint Gobain/ Dow Seal or Equivalent
14	Switchgear	Schneider /Simens/L&T
15	Electrical Motor	Simens/Abb/Kec
16	Mccb	Schneider /Simens/L&T
17	Staters/ Contactors	Schneider /Simens/L&T
18	Voltmeter /Ammeter	A.E/L&T
19	Indication Lamps	Teknik/L&T
20	Push Button	Teknik/L&T
21	Selector Switches	Kaycee/Salzer
22	Control Fuses	Schneider /Simens/L&T
23	Terminals	Elemex/Connect Well
24	Pannel And Lighting Wires	Polycab/ Kei/ Finolex
25	Hv Cables	Polycab/ Kei/ Finolex
26	Hv Cable Terminals	Raychem
27	Lv Cables	Polycab/ Kei/ Finolex
28	Cable Lugs	Dowels
29	Cable Glands	Comet
30	Mcbs	SCHNEIDER /SIMENS/L&T
31	Switch Plugs And Sockets	Anchor / Roma
32	Metal -Clad Plug Socket	Legrand
33	Water Pumps – Monoblock	Beacon / Kirlosker / Jyoti / Grundfos /

For any other equipment makes prior approval of Employer and Consultants shall be necessary. For materials for which acceptable makes have not been mentioned, the material shall conform to relevant ISI Codes / best engineering standards approved by the Consultants.

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

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

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

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

## 4. Drawings

This bidding document includes [insert “the following” or “no”] drawings.

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

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>
NA		

## **5. Inspections and Tests**

The following inspections and tests shall be performed after installation and/or commissioning:

- 1) Inspection of each Machine and their accessories done by expert appointed by Purchaser
- 2) Testing of Capacity of Machine and their accessories
- 3) Step to step training of final product operation of each machine and accessories
- 4) Final product testing done through expert appointed by Purchaser
- 5) Test report of offered goods/machinery/equipment issued by agriculture university/ICAR/agency authorized by any Central/State government.

**SECTION - 3**  
**Various Forms**

## Check list

**Bidder's to confirm that minimum following documents are uploaded as technical bid duly digitally signed by authorized person**

**a) If the Bidder is a Manufacturer**

<b>Sr. No.</b>	<b>List of Documents to be Submitted</b>	<b>Document Page No.</b>
1	Payment receipt towards tender fee	
2	Letter of Bid – Technical Part (Form No 1)	
3	Bid security declaration (Form No 2)	
4	Turn over certificate issued by the chartered Accountant for financial years FY 2020-21, 2021-22, 2022-23 (Form No 4) or copy of ITRs or balance sheet	
5	Experience of the bidder in supply of similar items (Form No 5) supply order, Completion certificate issued by the client and tax invoice copy.	
6	Affidavit regarding completeness, correctness and truthfulness of documents (Form No 6)	
7	Declaration about manufactured and sale of goods/Machinery/equipment of same or higher capacity for which this bid is invited since April 01, 2020 till last date of Bid submission (Form No 7)	
8	Valid GST registration certificate with Annexure A & Annexure B	
9	Any other required documents	

**b) If the Bidder is not a Manufacturer**

<b>Sr. No.</b>	<b>List of Documents to be Submitted</b>	<b>Document Page No.</b>
1	Payment receipt towards tender fee.	
2	Letter of Bid – Technical Part (Form No 1)	
3	Bid security declaration (Form No 2)	
4	Manufacture authorization (Form No 3)	
5	Turn over certificate issued by the chartered Accountant for financial years FY 2020-21, 2021-22, 2022-23 (Form No 4) or copy of ITRs or balance sheet	
6	Experience of the bidder in supply and installation of similar items (Form No 5) supply order, Completion certificate issued by the client and tax invoice copy	
7	Affidavit regarding completeness, correctness and truthfulness of documents (Form No 6)	
8	Valid GST registration certificate with Annexure A & Annexure B	
9	Any other required documents	

Signature

Name of Authorized Signatory.....

Bidder's Office Seal

**Letter of Bid  
(Bidder's letter head)**

**Date of this Bid submission:**

**Tender Ref No.:** SMART/CSPCL/Goods/02/2024

To,

Creative Shetkari Producer Company Ltd.,  
Wadwadi, Tq. Dist. Beed.

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

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

In submitting our Bid, we make the following declarations

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 9);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3;
- (c) **Suspension and Debarment:** We confirm and declare that our firm is not blacklisted, de-registered, or debarred as of the date of submission of bids by any government department, public sector undertaking, private sector undertaking, or any other agency for which we have executed or undertaken the supply of goods, works, or services during the last 3 years.
- (d) **Conformity:** We offer to execute in conformity with the bidding document the following Works: [insert a brief description of the Works]
- (e) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 10 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in tender schedule (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member;
- (h) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- (i) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption

**Name of the Bidder:** \*[insert complete name of person signing the Bid]

**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]

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

Date: [insert date]

Tender Ref No.: SMART/CSPCL/Goods/02/2024

To,

Creative Shetkari Producer Company Ltd.,  
Wadwadi, Tq. Dist. Beed.

We, the undersigned, declare that:

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

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

- (a) have not accepted the correction of the Bid Price pursuant to ITB; or
- (b) during the bid process or after issuance of letter of acceptance or after signing of contract or during the execution of supply of goods, if any information submitted by us found manipulated/hidden/false/mala fide in the bid; or
- (c) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (d) having been notified of the acceptance of our Bid by the CBO/Purchaser during the period of bid validity,
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security.

Signature:

Name of person signing bid-security declaration:

Designation:

Name of Bidder:

Date:

Bidder's office Seal:

## 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 Manufacture]

Date:

RFB No.: SMART/CSPCL/Goods/02/2024

To,

Creative Shetkari Producer Company Ltd.,  
Wadwadi, Tq. Dist. Beed.

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance requirement specified in bid document with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labour.

Signature

(Authorized representative of the Manufacturer)

Name:

(Authorized representative of the Manufacture)

Title/ designation

(Authorized representative of the Manufacture)

Date:

Manufacturer office stamp/seal

Date:

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

**TO WHOMSOEVER IT MAY CONCERN**

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

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Turnover (Rs. in Lakhs)</b>
1		
2		
3		

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

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:

(Seal of the Chartered Accountant)

Email id:

UDIN:

Note:

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

Date:

**Experience of the bidder in supplying similar items  
(On bidder's letter head)**

This is to certify that our firm has completed following similar supply contract as on date of submission of bid. (Please mention information about qualification criteria clause 2)

Sr. No	Name and Address of Client	Name of Item Supplied	Quantity of Item Supplied	Supply/ Work Order No. & Date	Supply/ Work Order Value in Rs.	Supply/ Delivery Completion Date
1						
2						
3						
4						
5						

Name and Title of Signatory:

Seal of the firm

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

**AFFIDAVIT**  
**(On Rs. 100/- Stamp Paper)**

Name of Supply: \_\_\_\_\_

Tender Notice No: 2024\_DOAWB\_1001494

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

1. That I have submitted on line Tender for the Supply, Installation, Commissioning and Testing of Cold Storage 1000 MT, Blast Freezer 2 MT on portal <http://mahatenders.gov.in>
2. That I have carefully gone through, read, thoroughly studied and understood all terms and conditions, specification included in the tender document. I hereby accept all these conditions. I agree to abide by the terms and condition in the tender document and agree to execute the work as per terms and conditions, specifications laid down in the tender document.
3. That I have furnished bid security declaration
4. I do hereby state on oath that the documents uploaded by in Envelope No. 1 of this tender are true, correct and bonafied. There are no errors and omissions in the uploaded documents.
5. I am liable for action under Indian Penal Code for submission of any false/fraudulent paper / information submitted in Envelope No. 1.
6. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the purchaser /department to verify this statement or regarding my (our) competence and general reputation.
7. The undersigned understand and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the purchaser.
8. I am neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specification and other documents for the project or being proposed as Project Manager for the Contract.
9. I am liable for action under Indian Penal Code if during contract period and defect liability period, any false information, false bill of purchases supporting proof of purchase, proof of testing submitting by my staff, subletting company or by myself. I will be liable for action under Indian Penal Code.
10. I am liable for action under Indian Penal Code if any paper are found false/fraudulent during contract period and even after the completion of contract (Finalization of Final Bill)
11. I / We ..... hereby solemnly agree that, I/ We have willingly entered into the contract with purchaser for the supply, installation and commissioning of .....  
(Name of Goods).

Hence this Affidavit.

Place:

Date:

Signature of Bidder  
(Signed by an Authorized Officer of the Firm)

Date:

**Manufacturing Declaration  
(on firms letter head)**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that our firm has Manufactured & sold .....(..Mention the name of item) as per the Technical Specifications mentioned in the tender document Since April 01, 2020 till 22/02/2024. The details are as under

<b>Sr. No.</b>	<b>Financial Year</b>	<b>No. of Similar Items Manufactured</b>	<b>No. of Similar Items Sold</b>
1	2020-21		
2	2021-22		
3	2022-23		
4	01/04/2023 – 26/02/2024		

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

Signature of the bidder

Date:

Place:

**Price Schedule**  
**(Online in BOQ Format)**

## Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: [name and address of the Supplier]

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

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

You are requested to furnish (i) the Performance Security within 15 days in accordance  
with the Conditions of Contract, using for that purpose one of the Performance Security  
Forms

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## **Section -4**

### **CONDITIONS OF CONTRACT AND CONTRACT FORMS**

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# General Conditions of Contract

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## Section IV - General Conditions of Contract

### Definitions

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

- (a) **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) **“Day”** means calendar day.
- (f) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) **“GCC”** means the General Conditions of Contract.
- (h) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) **“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract (SCC)**.
- (j) **“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) **“SCC”** means the Special Conditions of Contract.
- (m) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is

subcontracted by the Supplier.

- (n) **“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) **“The Project Site,”** where applicable, means the place named in the **SCC**.

**Contract Documents**

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

**Fraud and Corruption**

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

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.

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

4.4 Amendment

No amendment or other variation of the Contract shall be

valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

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

#### 4.6 Severability

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

### **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 **SCC**. 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.

### **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.

### **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.

### **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.

### **Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the **SCC**.

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

9.2 (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.

### **Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to

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

10.3 Notwithstanding any reference to arbitration herein,

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

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

**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 Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**Delivery and Documents**

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

**Supplier's Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

14.2 The Supplier, including its Subcontractors, shall not employ or

engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.

- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
  - (b) underground, underwater, working at heights or in confined spaces;
  - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
  - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
  - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the Purchaser.
- 14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
- 14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

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

### **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.

### **Confidential Information**

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

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

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

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

- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

### **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. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

### **Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, 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

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.

**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.

**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 Incoterms or in the manner specified in the **SCC**.

**Transportation and Incidental Services**

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in 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 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

## **Inspections and Tests**

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

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

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

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

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

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

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

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

### **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.

### **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.

**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.

**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

**Change in Laws and Regulations**

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

## **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.

## **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.

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

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

without compromising the necessary functions of the Facilities.

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

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

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

#### **Extensions of Time**

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

time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

## **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 paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **35.2 Termination for Insolvency.**

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

### **35.3 Termination for Convenience.**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any

time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**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.

**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 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 Sub-Clause 35.3.

# APPENDIX 1

## Fraud and Corruption

**(Text in this Appendix shall not be modified)**

### 1. Purpose

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

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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 inspect<sup>3</sup> 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.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

## APPENDIX 2

### Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors\*

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

Subcontractor's Name: [insert full name]

Date: [insert day, month, year]

Contract reference [insert contract reference]

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</b></p>
<p>Period of disqualification: From: _____ To: _____</p>

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

Countersignature of authorized representative of the Supplier:

Signature: \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

## SECTION V- Special Conditions of Contract

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

<b>GCC 1.1(i)</b>	The Purchaser's Country is: India
<b>GCC 1.1(j)</b>	The Purchaser is: Creative Shetkari Producer Company Ltd.
<b>GCC 1.1(o)</b>	The Project Site(s)/Final Destination(s) is/are: Gat No.199, Wadwadi, Tq. Dist. Beed
<b>GCC 1.1 (p)</b>	<p>The term <b>SEA/SH</b> where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> <li>• <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following:  <b>Sexual Exploitation</b> is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</li> <li>• <b>“Sexual Abuse”</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</li> <li>• <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or Purchaser's personnel.</li> </ul>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be current edition
<b>GCC 5.1</b>	The language shall be: English
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be:</p> <p>Attention: Creative Shetkari Producer Company Ltd.</p> <p>Street Address: Wadwadi,</p> <p>Floor/ Room number: Tq. Beed</p> <p>City: Dist. Beed</p> <p>Postal Code: 431126</p> <p>Country: India</p> <p>Telephone: +91 9421945001</p> <p>Electronic mail address: balirajakvm@gmail.com</p>

<b>GCC 9.1</b>	The governing law shall be the law of: Law of India
<b>GCC 10.2</b>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>Any dispute between the Parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for Settlement by arbitration.</p> <p>Arbitration shall be dealt as per the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto.</p> <p>Arbitration proceedings shall, be held in Beed District, Maharashtra State, India</p>
<b>GCC 13.1</b>	Details of Shipping and other Documents to be furnished by the Supplier: Tax Invoice, Delivery challan, Machinery Testing Report, Drawing & layout test report of competent authority.

<p><b>GCC 14.9</b></p>	<p>GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out installation/ operation/ maintenance/ operation and maintenance that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> <li>(i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel;</li> <li>(ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</li> <li>(iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</li> <li>(iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.</li> </ul> <p>GCC 14.9.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the installation/operation/maintenance/operation and maintenance is being executed, a Supplier's personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the installation / operation / maintenance/ operation and maintenance is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p>
<p><b>GCC 15.1</b></p>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
<p><b>GCC 16.1</b></p>	<p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in Rupees, as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>On Delivery:</b> 50% of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</li> <li>(ii) <b>On Acceptance/Installation:</b> 40% of the Contract Price shall be paid within thirty (30) days after receipt of tax invoice along with acceptance certificate issued by the purchaser's appointed</li> </ul>

	<p>authority.</p> <p><b>(iii)</b> Remaining 10% of the Contract Price will be paid after 3 months from the date of installation &amp; commissioning and upon satisfactory performance of the goods.</p> <p>Note: Maximum Advance payment @ 25% of the supply order value will be paid against submission of unconditional bank guarantee for the same amount by the successful bidder and should be valid up to the first installment of payment. The amount of advance shall be settled against the first installment of payment.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days.</p> <p>The interest rate that shall be applied is 0.05%</p>
<b>GCC 18.1</b>	A Performance shall be required @ 5% of the contract value
<b>GCC 18.3</b>	If required, the Performance Security shall be in the form of: Demand draft or bank guarantee
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: 30 days
<b>GCC 23.2</b>	Not Applicable
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price
<b>GCC 25.2</b>	Incidental services to be provided are: The cost associated with Supply, Installation, Testing, Commissioning etc. shall be included in the Contract Price.
<b>GCC 26.1</b>	The inspections and tests shall be: As per SOP of finalized by the any institute appointed by the purchaser
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: Gat No. 199, Wadwadi, Tq. Dist. Beed
<b>GCC 27.1</b>	The liquidated damage shall be: 0.5 % per week
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10%
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: 36 Months from the date of commissioning.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall</p>

	<p>be: Gat No. 199, Wadwadi, Tq. Dist. Beed</p> <p>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 own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p><b>or</b></p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week.</p>
<p><b>GCC 28.5, GCC 28.6</b></p>	<p>The period for repair or replacement shall be: 3 days.</p>
<p><b>GCC 33.4</b></p>	<p>Not Applicable</p>

# SECTION – VI Contract Forms

## Table of Forms

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## Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

To: [name and address of the Supplier]

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

E-Tender Notice No.: .....

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

You are requested to furnish (i) the Performance Security within 10 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

# Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

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

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos.\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)
  - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]  
in the capacity of [insert title or other appropriate designation]  
In the presence of [insert identification of official witness]

For and on behalf of the Supplier

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

## Performance Security (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]

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 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 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] 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 ..... Month .....year and any demand for payment under it must be received by us at this office indicated above on or before that date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of Branch

## **Advance Payment Security**

### **Bank Guarantee**

[Guarantor letterhead or SWIFT identifier code]

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

**Date:** [Insert date of issue]

**ADVANCE PAYMENT GUARANTEE No.:** [Insert guarantee reference number]

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

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 Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution 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 Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

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] 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 either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of Branch