

**PROCUREMENT OF GOODS UNDER
LOCAL COMPETITIVE BIDDING**

FOR

**SUPPLY INSTALLATION PROCESSING & PACKAGING
MACHINERIES OF ORANGE FRUIT INTO A PULP
TURNKEY ASEPTIC PROJECT**

FOR

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED

**SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND,
SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA,
IN -444801**

UNDER

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

(Two -Envelope Bidding Process without e-Procurement

TENDER NOTICE

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. [SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED] is one of the beneficiaries under the project and inviting **offline** bids for the following goods.

Name of Goods	SUPPLY, INSTALLATION, PROCESSING & PACKAGING MACHINERIES OF ORANGE FRUIT INTO PULP, TURNKEY ASEPTIC PROJECT MACHINERY
Tender Fee Amount in Rs.	2000/-
EMD	In the form of bid security declaration
Downloading / Sale of tender document start date	From 08/09/2023 To 07/10/2023 up to 05.00 PM
Pre. Bid meeting Date, Time	15/09/2023 at 11.00 AM
Last Date & Time for submission of bid	07/10/2023 up to 05.00 PM
Date and Time of Opening of technical bid	09/10/2023 at 11.00 AM

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

President

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED

SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND, SHOP NUMBER - 6,

WALGAON, AMRAVATI, MAHARASHTRA, IN -444801

CONTACT NUMBER: +91 9860088688 email id: samruagroprocoltd@gmail.COM

Pre-bid Meeting, Tender Submission & Opening place

District Implementation Unit SMART Project, Visava colony,

Old bypass Amravati 444602

Email Id :- amravati.diu.smart@gmail.com, Phone :- 8788031515

REQUEST FOR BIDS (RFB)

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED
SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND,
SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN -444801

Date: (07/08/2023) Seventh/August/ TWENTY TWENTY-THREE

RFB No.: SMART/ SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED /Goods/
(Outward No - 0040)/2022-23

1. Govt. of Maharashtra is implementing World Bank assisted Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project for developing Agriculture Commodity value chains. Project is extending up to 60% grants in the form of Viability Gap Fund (VGF) to eligible Community Based Organizations (CBO).
2. The SMART Project is being implemented by various Project Implementation Units in the State. *[PIU - PUNE]* is one of the implementing units of SMART Project. *[SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED, SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND, SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN - 444801]* is one of the beneficiaries of *[PIU - PUNE]* under the SMART project.
3. The *[SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED, SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND, SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN -444801]* intends to apply a part of the funds to cover eligible payments under the contracts for which this bid is 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.
4. *[SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED, SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND, SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN -444801]* (herein after called "Purchaser") invites sealed offline bids for the Procurement of Goods detailed in the table below. The interested bidders should submit bids for all the Goods indicated therein.
5. Interested bidders need to submit non -refundable tender fee as indicated in the tender notice in the form of demand draft in favor of (*Account Name – SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED, HDFC BANK, IFSC – HDFC000257*) if tender document is downloaded from the project website <https://www.smart-mh.org> OR May be purchase tender document from the CBO's office by paying non-refundable fee in the form of cash or Demand.
Note: The above-mentioned website is for the purpose of downloading the tender document only. Interested bidders are requested to contact following address for further information
6. Bids must be accompanied by a bid security declaration / bid security of the amount specified for the work in the table below, drawn in favor of Purchaser

7. Bids must be delivered to following office address on or before period mentioned in the tender /corrigendum notice and it will be publicly opened at following address on date and time mentioned in the tender /corrigendum notice.

***District Implementation Unit SMART Project, Visava colony,
Old bypass Amravati 444602
Email Id :- amravati.diu.smart@gmail.com, Phone :- 8788031515***

8. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. Late Bids will be rejected.

9. Schedule of bidding:

Sr No	Particulars	Details
1	Scope of bid	<i>SUPPLY, INSTALLATION, PROCESSING & PACKAGING MACHINERIES OF ORANGE FRUIT INTO PULP, TURNKEY ASEPTIC PROJECT</i>
2	Period of Supply and installation	<i>270 Days</i>
3	Tender Fee (in Rs.)	<i>2,000/-</i>
4	Bid Security (in Rs.)	To be submitted in the form of Bid Security Declaration
5	Downloading / Sale of tender document start date	From 08/09/2023 To 07/10/2023 up to 05.00 PM
6	Pre-bid meeting Date & Time Place of Meeting	15/09/2023 at 11.00 AM
7	Bid submission end date & time	07/10/2023 up to 05.00 PM
8	Technical bid opening date and time	09/10/2023 at 11.00 AM

Seal of office

President

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED
SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND, SHOP NUMBER - 6,
WALGAON, AMRAVATI, MAHARASHTRA, IN -444801
CONTACT NUMBER: +91 9860088688 email id: samruagroprocoltd@gmail.COM

Bid Pre-bid Meeting, Tender Submission & Opening place

*District Implementation Unit SMART Project, Visava colony,
Old bypass Amravati 444602
Email Id :- amravati.diu.smart@gmail.com, Phone :- 8788031515*

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 811.32 LAKH @ in the last three years;
(@ Usually twice the values of the work for which bids are being invited)
- 2) **Experience:** Should manufacture goods/Machinery/ equipment of similar nature and complexity for at least 3 years prior to the bid submission deadline.
- 3) **Technical Capacity:** Should have annual production capacity of one unit of similar goods/Machinery/ equipment in every year during last three years prior to the bid submission deadline.
- 4) 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.
- 5) Should not have Conflict of Interest as mentioned in the ITB 3
- 6) Should be registered under Goods & Service Tax

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

- 1) Should be registered under Goods & Service Tax
- 2) Should have achieved in at least one year an annual financial turnover not less than Rs 811.32 LAKH @ in the last three years i.e., FY 2019-20, 2020-21, 2021-22.
- 3) Should have satisfactorily supplied & installed similar goods/Machinery/ equipment of value not less than Rs. (324.52 LAKH) in any one year during current and previous three financial years.
OR

Should have satisfactorily supplied & installed similar goods/Machinery/ equipment of at least one unit in any one year during current and previous three financial years.

- 4) Should have Manufacturer Authorization Form / authorized dealer or distributor of 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.

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.
- c) The price should inclusive of transportation, loading, unloading, installation etc.
- d) GST in connection with the sale shall be shown separately.
- e) 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:

Bidders need to submit non -refundable tender fee in the form of demand draft in favour of (*Account Name* – SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED, HDFC BANK, IFSC – HDFC000257) if the tender document is downloaded from the project website <https://www.smart-mh.org> OR Cash/DD receipt if tender document is directly purchased from the CBO office. If bidder fails to submit the tender fee, the bid submitted by such bidder shall be rejected

b) Bid Security:

- 1) Bidder should submit 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) During the bid process, if 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 mentioned therein. 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. Submission of Bids

- a) The bidder is advised to visit the site at his own expense and obtain all information that may be necessary for preparing the bid.
- b) Each bidder shall submit only one bid.
- c) 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.
- d) Bid shall comprise of the following 2 envelopes:
 - 1) **Envelope 1:** Technical bid
 - 2) **Envelope 2:** Financial /price bid

Note: The above both the envelopes are to be submitted in a separate sealed envelopes mentioning the technical bid and financial bid on top of the each envelop and bidders name at bottom of the envelope. Both these two envelopes shall be packed in a one outer envelope & seal it.

The sealed outer envelope will also bear the following identification: -

- Bid for [SUPPLY, INSTALLATION, PROCESSING & PACKAGING **MACHINERIES** OF ORANGE FRUIT INTO PULP, TURNKEY ASEPTIC PROJECT]
- Bidder's name.....
- Bidder's address
- Bidder's contact number

1) Technical bid: (Envelop 1)

(a) If the Bidder is a manufacturer:

The bidder shall submit following documents in the technical envelope.

- 1) Demand draft towards tender fee if tender document downloaded from the website OR payment receipt if tender document purchased from the employer office.
- 2) Details of technical documents submitted (form no 1)
- 3) Letter of bid (form no 2)
- 4) Bid security declaration (Form no3)
- 5) The declaration that the bidder is not black listed/banned by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (form no 4)
- 6) Declaration about not have Conflict of Interest as mentioned in the ITB 3. (Form no 5)
- 7) Turn over certificate issued by the chartered Accountant for financial years i.e. (i.e., FY 2019-20, 2020-21,2021-22 (Form No 7) or copy of ITRs or balance sheet.
- 8) Certificate issued by CA regarding annual production of similar goods for each of the last three years prior to the bid submission deadline.
- 9) GST registration certificate
- 10) Test report of offered goods/machinery /equipment issued by agriculture university/ICAR/any authorized government organization to issue such test certificate/report.

(b) If Bidder is not a manufacturer:

The bidder shall submit following documents in the technical envelope

- 1) Demand draft towards tender fee if tender document downloaded from the website OR payment receipt if tender document purchased from the employer office.
- 2) Details of technical documents submitted (form no 1)
- 3) Letter of bid (form no 2)
- 4) Bid security declaration (Form no3)
- 5) The declaration that the bidder is not black listed/banned by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (form no 4)
- 6) Declaration about not have Conflict of Interest as mentioned in the ITB 3. (Form no 5)
- 7) Manufacturer's Authorization (Form No 6) / Authorized dealer or distributor letter from manufacturer.
- 8) Turn over certificate issued by the chartered Accountant for financial years i.e. (i.e., FY 2019-20, 2020-21,2021-22 (Form No 7) or copy of ITRs or balance sheet.

- 9) Details of experience in supply of similar goods (Form No 8) along with the relevant documents.
- 10) GST registration certificate
- 11) Test report of offered goods/machinery /equipment issued by agriculture university/ICAR/any authorized government organization to issue such test certificate/report.

2) Financial Bid: (Envelop 2)

The bidder shall quote for all items in the attached format only (Form no 9).

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. Late Bids

The late bids arrive after the deadline for submission of Bids shall not be accepted. Any Bid received after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder

14. Bid Opening and Evaluation of bids:

a) Opening of Envelop – 1 (Technical Bid)

The 'Technical Envelop' of bids will be publicly opened first in the presence procurement committee members and bidders' designated representatives and anyone who chooses to attend at the address on the date and time specified in the tender notice. In the event of the date specified for bid opening being declared as a holiday, the due date for opening of bids will be the following working day at the same time and venue.

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 Envelop - 2 (Financial Bid)

Financial envelope of technically qualified bidders shall be opened in the presence of procurement committee and bidders' designated representatives on the date and time informed by the purchaser.

15. 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.

16. 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.

17. 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.

18. Correction of Arithmetical Errors

- 1. If the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Bid.

19. Evaluation of financial bids

- 1) To evaluate a bid, the Purchaser shall consider the following:
 - a) Financial evaluation will be done for all items together
 - b) Price adjustment for correction of arithmetic errors in accordance with ITB 18.

- c) Financial evaluation of a bids will be done without taking into account the amount of GST
- 2) By applying the above evaluation criteria, the Purchaser shall determine the Most Advantageous Bid. This is the bid of the bidder that meets the qualification criteria and whose bid has been determined to be:
 - (a) Substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.

20. 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.

- 21. Normal commercial warranty/ guarantee Five years shall be applicable to the supplied goods.

22. Award Criteria

Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- a) substantially responsive to the bidding document; and
- b) the lowest evaluated cost.

Note: In case of a tie of evaluated cost between two or more bidders, discount Shall be taken from all the L1 bidders. In case there is still a tie, bidder with the maximum turnover shall be awarded contract

23. 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.

24. 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.

25. 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.

26. 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	Mineral Water Plant - 2000	LPH	1	GUT SURVEY NO. 407/1, WALGAON BHAG2, AMRAVATI PARATWADA ROAD, WALGAON, DIST – AMRAVATI, STATE – MAHARASHTRA IN - 444801	WITHIN NINE MONTHS
2	RO Storage Tank- 2000	LTR	1		
3	Ozone System 2000	LPH	1		
4	Ozone Storage Tank- 2000	LTR	1		
5	SS Piping Set 2000 LPH	LPH	1		
6	Quality Control Lab (BIS License Fees Exclusive Extra at Actual) MOC: SS	AS PER STANDARD NORMS	1		
7	Batch Coding Machine Type: Digital	Digital	1		
8	EMF Technology 6000	LPH	1		
9	Spring Technology 6000	LPH	1		
10	Silver Technology 6000	LPH	1		
11	Ozone Booster 6000	LPH	1		
12	Added Minerals Technology 6000	LPH	1		
13	PULP JUICE PACKING MACHINE -30 BPM	BPM	1		
14	Labeling Machine - Shrink Sleeve Capacity: 40 BPM - 1 Liter	BPM	1		
15	Bulk Packing Shrink Wrapping Machine Capacity: 3-4 Pkts/Min.	Pkts/Min	1		
16	Synchronization System (Conveyer Belt) Blow to Bulk, Type: Fully Auto Capacity: 60 BPM	BPM	1		

2. Technical Specifications of each item

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

Item No	Name of Goods or Related Service	*Technical Specifications and Standards
1	Mineral Water Plant - Xcel 2000 LPH	SS 304/316
2	RO Storage Tank-2000ltr	SS 304/316
3	Ozone System 2000 LPH	SS 304/316
4	Ozone Storage Tank-2000ltr	SS 304/316
5	SS Piping Set 2000 LPH	SS 304/316
6	Quality Control Lab (BIS License Fees Exclusive Extra at Actual) MOC: SS	SS 304/316
7	Batch Coding Machine Type: Digital	SS 304/316
8	EMF Technology 6000 LPH	SS 304/316
9	Spring Technology 6000 LPH	SS 304/316
10	Silver Technology 6000 LPH	SS 304/316
11	Ozone Booster 6000 LPH	SS 304/316
12	Added Minerals Technology 6000 LPH	SS 304/316
13	30 BPM PULP JUICE PACKING MACHINE	SS 304/316
14	Labeling Machine - Shrink Sleeve Capacity: 40 BPM - 1 Liter	SS 304/316
15	Bulk Packing Shrink Wrapping Machine Capacity: 3-4 Pkts/Min.	SS 304/316
16	Synchronization System (Conveyer Belt) Blow to Bulk Capacity: 60 BPM, Type: Fully Auto	SS 304/316

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

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

- 1) Essential spares of machinery like screens and other spares for the smooth functioning of the plant for one year of operation should be supplied.
- 2) Tools required for the maintenance of machinery should be supplied
- 3) Appropriate guard for all open drives should be provided for safety

- 4) The individual machinery should be supplied with an electrical motor and matching starter
- 5) Provision for starting/ stopping the individual machine of the line should be made available
- 6) The electrical motor supplied should be from reputed manufacturers having an efficiency of 80% and above
- 7) Control panel for the entire plant should be provided along with indicator lamps and Voltage
- 8) The charges for wiring the individual machinery with necessary and regulatory safety features should be included in the scope of the supply.
- 9) The AMC for the entire plant (after the warranty period) may be indicated
- 10) Please mention the area required for each line and arrange to provide layout drawing accordingly.
- 11) Machine is fitted with a Suitable Feed Hopper with a Feed Control device.
- 12) For silent & smooth operation of the machine reduction Gear box drive is fitted.
- 13) All the shafts are made of high - Grade Steel.
- 14) All the electric motors, electric control panel, all platforms, machine accessories, power transmission mechanism, etc. of standard material and size should be provided.
- 15) Before submitting the bid, bidder should visit the site.
- 16) Plant and machinery should have tested by the authorized testing center of the appropriate authority / agency, preferably government of India.**

4. Drawings

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

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

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed:.

- 1) Inspection of each Machine and their accessories done by expert appointed by employer
- 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 employer
- 5) Test report issued by agriculture university/ICAR/any government organization authorized to issue test certificate/report.

SECTION – 3

Various Forms

Details of technical documents submitted

(On bidder's letter head)

a) If the Bidder is a manufacturer

Sr. No.	List of documents to be submitted	Document page No
1	Tender fee receipt	
2	Letter of bid (form no 2)	
3	Bid security declaration (Form no 3)	
4	The declaration that the bidder is not black listed/banned by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (form no 4)	
5	Declaration about not have Conflict of Interest as mentioned in the ITB 3. (Form No 5)	
6	Turn over certificate issued by the chartered Accountant for financial years i.e., FY 2019-20, 2020-21, 2021-22 (Form No 7) or copy of ITRs or balance sheet	
7	Certificate issued by CA regarding annual production of similar goods for each of the last three years prior to the bid submission deadline	
8	GST registration certificate	

b) If Bidder is not a manufacturer:

Sr. No.	List of documents to be submitted	Document page No
1	Tender fee receipt	
2	Letter of bid (form no 2)	
3	Bid security declaration (Form no 3)	
4	The declaration that the bidder is not black listed/banned by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency (form no 4)	
5	Declaration about not have Conflict of Interest as mentioned in the ITB 3. (Form No 5)	
6	Manufacturer's Authorization (Form No 6) / Authorized dealer or distributor letter from manufacturer	
7	Turn over certificate issued by the chartered Accountant for financial years i.e., FY 2019-20, 2020-21, 2021-22 (Form No 7) or copy of ITRs or balance sheet	
8	Details of experience in supply of similar goods (Form No 8) along with the relevant documents	
9	GST registration certificate	

Signature

Name of Authorized Signatory.....

Bidder's Office Seal

Note: Bidders should submit this form along with all above mentioned required documents. Each document should be numbered. Purchaser reserves the right to reject the bid if any of the required documents are not submitted by the bidder along with the bid.

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

Date of this Bid submission:

Request for Bid No.:

To:

[Insert complete name of Purchaser]

- (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) **Bid /Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the any purchaser/client.
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified (as amended, if applicable) from the date fixed for the Bid submission deadline (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, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but we are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser]*
- (j) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract:

[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

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

- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder:

Name of the person duly authorized to sign the bid on behalf of the bidder:

Title of the person signing the Bid:

Contact No/ Email id:

Signature of the person named above:

Date

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

Date: *[insert date]*

Tender Ref No.: *[insert number]*

To:

President

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED

SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND,

SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN -444801

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 withdrawn our Bid during the period of bid validity or
- (b) having been notified of the acceptance of our Bid by the 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 in accordance with the clauses of Request for Quotations/Bids.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signature:

Name of person signing bid-security declaration:

Designation:

Name of Bidder:

Date:

Bidder's office Seal:

**FORMAT OF SELF DECLARATION WITH REGARD TO BLACKLISTING/ NON-
DEBARMENT, BY ORGANISATION**
(To be submitted on the Bidder's Letter Head)

Date:

Tender Ref No.:

To:

President

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED

SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND,

SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN -444801

We hereby confirm and declare that we, M/s -----,
is not blacklisted/ De-registered/ debarred by any Government department /Public Sector
Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken
the supply goods/ works/ Services during the last 3 years.

Signature

Name of Authorized Signatory.....

Office Seal

FORMAT OF SELF DECLARATION: NOT HAVE CONFLICT OF INTEREST
(To be submitted on the Bidder's Letter Head)

Date:

Tender Ref No.:

To:

President

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED

SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND,

SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN -444801

We hereby confirm and declare that we, M/s -----,
not have Conflict of Interest as mentioned in the ITB 3. We undertake that we shall be liable
for any punitive action in case of false declaration.

Signature

Name of Authorized Signatory.....

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.:

To:

President

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED

SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND,

SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN -444801

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 labor.

Signature

(Authorized representative of the Manufacturer)

Name:

(Authorized representative of the Manufacture)

Title/ designation

(Authorized representative of the Manufacture)

Date:

Manufacturer office stamp/seal

Note: All italicized text is for understanding of the bidder while preparing this form. This shall be deleted from the final document.

Date:**Financial Capacity (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 bidder) from the business for the three financial years based on the audited financial Statement is as under.

Sr. No.	Financial Year	Turnover in Rs. Lakhs
1	FY 2019-20	
2	FY 2020-21	
3	FY 2021-22	
	Average Turnover	

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 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:

Date:

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

This is to certify that our firm has completed following similar 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						

Name and Title of Signatory:

Seal of the firm

Note: It is necessary to submit Completion certificate issued by the client / delivery challan duly acknowledged by the client / tax invoice copy.

Price Schedule

(On bidder's letterhead)

Sr. No.	Items	Model No & Brand name	Unit	Qty	Unit Rate without GST in Rs.	Total Amount without GST in Rs.
1	Mineral Water Plant - 2000 LPH		LPH	1		
2	RO Storage Tank- 2000ltr		LTR	1		
3	Ozone System 2000 LPH		LPH	1		
4	Ozone Storage Tank- 2000ltr		LTR	1		
5	SS Piping Set 2000 LPH		LPH	1		
6	Quality Control Lab (BIS License Fees Exclusive Extra at Actual) MOC: SS		AS PER STANDARD NORMS	1		
7	Batch Coding Machine Type: Digital		Digital	1		
8	EMF Technology 6000 LPH		LPH	1		
9	Spring Technology 6000 LPH		LPH	1		
10	Silver Technology 6000 LPH		LPH	1		
11	Ozone Booster 6000 LPH		LPH	1		
12	Added Minerals Technology 6000 LPH		LPH	1		
13	PULP JUICE PACKING MACHINE -30 BPM		BPM	1		
14	Labeling Machine - Shrink Sleeve Capacity: 40 BPM - 1 Liter		BPM	1		
15	Bulk Packing Shrink Wrapping Machine Capacity: 3-4 Pkts/Min.		Pkts/Min	1		
16	Synchronization System (Conveyer Belt) Blow to Bulk, Type: Fully Auto Capacity: 60 BPM		BPM	1		
	Total Amount without GST in Rs.					
	Add GST in Rs.					
	Total Amount with GST in Rs.					

We agree to supply the above goods in accordance with the technical specifications and other terms and conditions mentioned in the tender document for a total contract price of Rs.(amount in figures) (Rs. amount in words).

We also confirm that the normal commercial warrantee/guarantee of months shall apply to the offered goods.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

Name of Bidder:

Signature of Bidder:

Date:

Bidder's office stamp

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED
SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND,
SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA,
IN - 444801

Letter of Acceptance

[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

General Conditions of Contract

Table of Contents

1. Definitions	35
2. Contract Documents	36
3. Fraud and Corruption	36
4. Interpretation.....	36
5. Language	37
6. Joint Venture, Consortium or Association.....	37
7. Eligibility	37
8. Notices.....	38
9. Governing Law	38
10. Settlement of Disputes.....	38
11. Inspections and Audit by the Bank	39
12. Scope of Supply.....	39
13. Delivery and Documents.....	39
14. Supplier's Responsibilities	39
15. Contract Price	40
16. Terms of Payment.....	41
17. Taxes and Duties	41
18. Performance Security.....	41
19. Copyright.....	42
20. Confidential Information	42
21. Subcontracting.....	43
22. Specifications and Standards	43
23. Packing and Documents	43
24. Insurance.....	44

25. Transportation and Incidental Services.....	44
26. Inspections and Tests.....	45
27. Liquidated Damages	46
28. Warranty	46
29. Patent Indemnity	47
30. Limitation of Liability.....	48
31. Change in Laws and Regulations	48
32. Force Majeure.....	48
33. Change Orders and Contract Amendments	49
34. Extensions of Time	50
35. Termination	50
36. Assignment.....	52
37. Export Restriction	52

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

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

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

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

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]*

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

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.

GCC 1.1(i)	The Purchaser's Country is: India
GCC 1.1(j)	The Purchaser is: <i>[SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED]</i>
GCC 1.1(o)	The Project Site(s)/Final Destination(s) is/are: <i>[SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED GAT NUMBER 417/1, MAUJA – WALGAON, TQ. DIST – AMRAVATI, STATE – MAHARASHTRA, IN - 444801]</i>
GCC 1.1 (p)	The term SEA/SH were used in the Contract has the following meaning: “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. “Sexual Harassment” “(SH)” 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.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>current edition</i>
GCC 5.1	The language shall be: <i>English</i>

GCC 8.1	For <u>notices</u>, the Purchaser's address shall be: Attention: <i>[PRANIT DHANANJAY KURALKAR (DIRECTOR)]</i> Street Address: <i>[SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED, SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND, SHOP NUMBER - 6, AMRAVATI – PARATVADA RAOD, WALGAON, TQ. DIST – AMRAVATI, STATE – MAHARASHTRA, IN - 444801]</i> Floor/ Room number: <i>[INFRONT OF NEW BUS STAND, SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN - 444801]</i> City: <i>[AMRAVATI]</i> Postal Code: <i>[444801]</i> Country: India Telephone: <i>[include telephone number, including country and city codes]</i> Electronic mail address: <i>[samruagroprocoltd@gmail.com]</i>
GCC 9.1	The governing law shall be the law of: Law of India
GCC 10.2	Disputes shall be settled by arbitration in accordance with the following provisions: Any dispute between the Parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for Settlement by arbitration. Arbitration shall be dealt as per the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto. In any arbitration proceeding hereunder: (a) proceedings shall, be held in <i>Amravati (Maharashtra)</i> India; (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement
GCC 13.1	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.

GCC 14.9	GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out <i>installation/ operation/ maintenance/ operation and maintenance</i> that include, but not limited to, maintaining a safe working environment and not engaging in the following practices: (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; (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; (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 (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage. 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 <i>installation/operation/maintenance/operation and maintenance</i> 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 <i>installation / operation / maintenance/ operation and maintenance</i> is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.
GCC 16.1	Payment for Goods and Services supplied from within the Purchaser's Country shall be made in Rupees, as follows: <i>[sample given below, it may change as per the requirement]</i> (i) On Delivery: 50% of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.

	(ii) On Acceptance/ installation: 40% of the Contract Price shall be paid within thirty (30) days after receipt of tax invoice along with acceptance certificate issued by the purchaser's appointed authority. (iii) Remaining 10% of the Contract Price will be paid after 3 months from the date of installation & commissioning and upon satisfactory performance of the goods. <i>*Note: Advance payment @.....% of the supply order value will be paid against submission of unconditional bank guarantee for the same amount by the successful bidder {@ mention % up to maximum 25% based on item to be procured} and should be valid up to the first installment of payment. The amount of advance shall be settled against the first installment of payment.</i> <i>*Delete if not required</i>
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>[insert number]</i> days. The interest rate that shall be applied is <i>[insert number]</i> %
GCC 18.1	<i>A Performance shall be required @ (generally 5 to 10%) of the contract value</i>
GCC 18.3	If required, the Performance Security shall be in the form of: Demand draft or bank guarantee
GCC 18.4	Discharge of the Performance Security shall take place: <i>30 days</i>
GCC 23.2	Not Applicable
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	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
GCC 25.2	Incidental services to be provided are: The cost associated with Supply, Installation, Testing, commissioning etc. shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: <i>As per SOP of finalized by the any institute appointed by the purchaser</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>[SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED GAT NUMBER 417/1, MAUJA – WALGAON, TQ. DIST – AMRAVATI, STATE – MAHARASHTRA, IN - 444801]</i>

GCC 27.1	The liquidated damage shall be: 0.5 % per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10 %
GCC 28.3	The period of validity of the Warranty shall be: <i>[1080]</i> days For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i> <i>Sample provision</i> GCC 28.3—In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, or (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (____).
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <i>3 days</i> .
GCC 33.4	Not Applicable

SECTION – VI Contract Forms

Table of Forms

<u>Contract Agreement</u>
<u>Performance Security</u>
<u>Advance Payment Security</u>

SAMRUDDH AGROTECH PRODUCER COMPANY LIMITED
SAMRUDDHI COMPLEX, INFRONT OF NEW BUS STAND,
SHOP NUMBER - 6, WALGAON, AMRAVATI, MAHARASHTRA, IN -444801

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

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

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

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words 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

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

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

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