



JEEVIKA

An Initiative of Government of Bihar for Poverty Alleviation

**Bihar Rural Livelihoods Promotion Society
State Rural Livelihoods Mission, Bihar**



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NATIONAL COMPETITIVE PROCUREMENT
(For Single-user, Multi-supplier, Closed Panel FA set-up through One Envelope
Primary Procurement Bidding Process)
(E-procurement)

Procuring Agency	:	Bihar Rural Livelihoods Promotion Society
Description of Work	:	Printing and Supply of SHG Books of Records (BoR)
RFB Reference	:	IN-BRLPS-187606-GO-RFB IN-BRLPS-187593-GO-RFB
Date of Commencement of Sale of Bidding Document for Setting-Up Framework Agreement	:	17/08/2020 through www.eproc.bihar.gov.in & www.brlps.in
Last Date for Sale of Bidding Document for Setting-Up Framework Agreement	:	17/09/2020 till 03:30 pm through www.eproc.bihar.gov.in
¹ Time and Date of Pre-Bid Conference	:	04:00 pm on 31/08/2020 at BRLPS, Vidyut Bhawan, Patna.
Last date and Time for receipt of Bids	:	17/09/2020 till 04:00 pm through www.eproc.bihar.gov.in
² Time And Date Of Opening Of Bids	:	17/09/2020 at 04:30 pm through www.eproc.bihar.gov.in
Place of Opening of Bids	:	BRLPS, Vidyut Bhawan, Patna
Address for Communication	:	Dr. Santosh (Procurement Specialist) Telephone: 91 612 2504980 (Ext-242) Email: proc.sp@brlps.in

¹ Delete if not applicable

²Should be the same as the deadline for receipt of bids, or promptly thereafter.

Summary of contents

Specific Procurement Notice

Specific Procurement Notice - Request for Bids (RFB)

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

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

PART 1 BIDDINGPROCEDURES

Section I Instructions to Bidders (ITB)

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

Section II Bid Data Sheet (BDS)

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

Section III Evaluation and Qualification Criteria

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

Section IV Bidding Forms

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

Section V Eligible Countries

This Section contains information regarding eligible countries.

Section VI Fraud and Corruption

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

PART 2 SUPPLY REQUIREMENTS

Section VII Schedule of Requirements

This Section includes the List of Goods and Related Services, an estimate of the volume/quantity, Delivery and Completion Schedules, and the Technical

Specifications and Drawings that describe the Goods and Related Services to be procured.

PART 3 PROCURING AGENCY’S FORMS

Section VIII Procuring Agency’s Forms

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

PART 4 FRAMEWORK AGREEMENT FOR GOODS

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

Section A: Framework Agreement Specific Provisions

Section B: Framework Agreement Standard Provisions

Section C: Framework Agreement Definitions

Schedule 1: Schedule of Requirements

Schedule 2: Price Schedules

Schedule 3: Secondary Procurement

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

Schedule 5: Forms for Call-off Contract

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

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

(Primary Procurement, One-Envelope Bidding Process)

Framework Agreement Title: Printing & Supply of SHG Books of Records

Loan No. /Credit No.:5867-IN

RFB Reference No.: IN-BRLPS-187606-GO-RFB; IN-BRLPS-187593-GO-RFB

1. The Government of India has received/has applied for financing from the World Bank toward the cost of the **Bihar Transformative Development Project (BTDP)**, and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreements (FAs) for “**Printing and Supply of SHG Books of Records**”³ to be established through this RFB Primary Procurement process.
2. The State Project Management Unit, **Bihar Rural Livelihoods Promotion Society** now invites Bids from eligible Bidders for setting up the Framework Agreements (FA) for printing and supply of SHG Books of Records. The Bidders may submit Proposal for one or more schedules. However, evaluation and award of Framework Agreements will be done schedule wise. Prices of item for each schedule are also to be submitted at this stage.
3. This is a Multi-Supplier Framework Agreement. Framework Agreements will be signed with all the supplier that submit the Proposals, meet the evaluation and qualification criteria specified in the document for setting up framework agreement and offer the lowest evaluated price for a schedule. Purchase Orders will be placed to the suppliers who have signed the framework agreements by the State Project Management Unit of the Project. The framework agreements will impose no obligation on the State Project Management Unit, Bihar Rural Livelihoods Promotion Society to purchase the estimated or any quantity from the Proposers who sign the framework agreements.
4. On being awarded a Framework Agreement the successful Bidder (FA Holder) is eligible to be awarded a Call-off Contract. The selection of a FA Holder to receive a Call-off Contract will be done through a Secondary Procurement process as defined in Framework Agreement. However, the award of a Framework Agreement shall not impose any obligation on the Procuring Agency, including Participating Users, to purchase Goods under a Call-off Contract. An award of Framework Agreement does not guarantee that a FA Holder will be awarded a Call-off Contract.
5. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
6. Under this Primary Procurement process, Bidders may submit Bids for one or more schedule. However, evaluation and award of Framework Agreements will be done individually for each schedule.

³ *Insert if applicable: “Any Call-off Contract(s) awarded under a Framework Agreement will be jointly financed by [insert name of co-financing agency]. The Secondary Procurement process to award a Call-off Contract will be governed by the World Bank’s Procurement Regulations.”*

7. The Framework Agreement shall be established for a Term of 03 years from the Commencement Date, and may be extended subject to satisfactory performance, for a maximum of up to two (2) additional years on yearly basis (i.e. Term +1+1).
8. This is a Closed Panel Framework Agreement. This means that no new suppliers will be awarded FAs during the Term of the Framework Agreement(s).
9. Interested eligible Bidders may obtain further information from State Project Management Unit, Bihar Rural Livelihoods Promotion Society, Vidyut Bhawan, Bailey Road, Patna, India and inspect the Bidding document during office hours 11:00 hrs to 17:00 hrs at the address given below, from BRLPS official website www.brlps.in and from e-procurement portal i.e. www.eproc.bihar.gov.in. **A pre-proposal meeting will be held on 31/08/2020 at 16:00 hrs** at the address given below to provide additional clarifications. Non-attendance at the pre-proposal meeting will not be a cause for disqualification of a Proposer. Interested Proposers should depute their staff only to attend the pre-proposal meet
10. A complete set of documents for setting up framework agreement in English may be downloaded by interested Proposers from the official website of BRLPS at www.brlps.in and e-procurement portal www.eproc.bihar.gov.in. Bidder would be solely responsible for ensuring that any subsequent addendum issued thereafter and available in website and e-procurement portal is also downloaded / incorporated in the document while preparing and submitting Proposals.
11. All Bids must be accompanied by a bid security as specified in the tender document and must be paid only in the form of **Demand Draft / Bank Guarantee** in favor of "**Bihar Rural Livelihoods Promotion Society**", Patna. The Bank guarantee should be valid for at least the bid validity period and bidder/s will have to upload a scanned copy of the Bank Guarantee / Demand Draft on the e-Proc portal (www.eproc.bihar.gov.in) and submit the original copy of the same within 10 days from the date of opening of the bid, otherwise the bid will be treated as non-responsive.
12. Only electronic bidding will be permitted. Bids will be publicly opened in the presence of the Bidders' designated representatives who choose to attend, at the address below.
13. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the Procuring Agency's office, the due date for online submission of bids and online opening of bids will be the following working day at the appointed time.
14. The address referred to above is:

State Project Management Unit
Bihar Rural Livelihoods Promotion Society
3rdFloor, Annexe-II,
Vidyut Bhawan, Bailey Road, Patna – 800 021
Telephone number: 91 612 2504980,
Facsimile: 91 612 2504960
Email: proc.sp@brlps.in.

Table of Contents

PART 1 – Bidding Procedures.....	7
Section I - Instructions to Bidders (ITB)	9
Section II - Bid Data Sheet (BDS)	33
Section III - Evaluation and Qualification Criteria.....	36
Section IV - Bid Forms	39
Section V - Eligible Countries	49
Section VI - Fraud and Corruption	51
PART 2 – Supply Requirements.....	53
Section VII - Schedule of Requirements	55
PART 3–Procuring Agency’s Forms	64
PART 4–Framework Agreement	67

PART 1 – Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section I. Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Procuring Agency, as specified **in the BDS**, issues this Request for Bids (RFB) document as part of the Primary Procurement process to establish Framework Agreement(s) for the supply of Goods, and, if applicable, any Related Services, to be awarded under a Secondary Procurement process for Call-off Contract, as specified in Part 4 of this RFB. The name and identification of this RFB are specified **in the BDS**.

1.2 Throughout this Bidding document:

- (a) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Procuring Agency) with proof of receipt;
- (b) if the context so requires, **“singular”** means “plural” and vice versa;
- (c) **“Day”** means calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays;
- (d) **“Addenda”** means a modification, amendment or variation to the Bidding documents made by the Procuring Agency;
- (e) **“Call-off Contract”** A contract awarded under a Framework Agreement through a Secondary Procurement process, and entered into between the Procuring Agency/Purchaser and a FA Holder/Supplier, for the supply of Goods, which may include Related Services;
- (f) **“Closed Panel”** Panel means the group of FA Holders/Suppliers that have been awarded Framework Agreements. A Closed Panel means that no new supplier(s) (i.e. a supplier that did not participate in the Primary Procurement process that established the Framework Agreement) may be added to the Panel during the Term of the Framework Agreement;
- (g) **“Country”** means the Procuring Agency’s and Purchaser’s country;
- (h) **“Framework Agreement (FA)”** is the document set out in Part 4 of this RFB, and means the arrangement signed between the Procuring Agency (in its capacity as a potential Purchaser) and a successful Bidder(a FA Holder in its capacity as a

potential Supplier);

- (i) **“FA Holder”** means a successful Bidder that has been awarded a Framework Agreement through the Primary Procurement process;
- (j) **“Goods”** means all goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
- (k) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;
- (l) **“Multi-Supplier Framework Agreement”** means a Framework Agreement where there is more than one Supplier that has been appointed to the Framework Agreement Panel.
- (m) **“Participating Users”** covers the situation where there is more than one Purchaser. In which case all Participating Users are listed **in the BDS** and Framework Agreement;
- (n) **“Primary Procurement”** means the procurement process followed by the Procuring Agency to establish the Framework Agreement(s) and appoint FA Holders;
- (o) **“Procuring Agency”** means the agency that manages the Primary Procurement process and establishes the FAs. The Procuring Agency may also be a party to the Framework Agreement (in its capacity as the Purchaser).
- (p) **“Purchaser/User”**, as **specified in the BDS**, means an agency that is permitted to purchase Goods from a FA Holder/Supplier by awarding a Call-off Contract under the Framework Agreement. The term ‘Purchaser/User’ includes all Participating Users(and Procuring Agency, if it is also a User), as listed in Schedule 6 to this Framework Agreement;
- (q) **“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract.
- (r) **“Secondary Procurement”** means the process followed by a Purchaser to select a FA Holder/Supplier, and award a Call-off Contract for the supply of Goods;

	<p>(s) “Single-User” means a Framework Agreement where there is only one Purchaser;</p> <p>(t) “Supplier” means a FA Holder that has been awarded a Call-off Contract through the Secondary Procurement process;</p> <p>(u) “Term” mean the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the Framework Agreement and granted by the Procuring Agency.</p>
<p>2. Source of Funds</p>	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified in the BDS has applied for, or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Bidding document is issued.</p> <p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p>
<p>3. Fraud and Corruption</p>	<p>3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Bid submission, Proposal submission, Primary Procurement process, award of Framework Agreement, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.</p>

<p>4. Eligible Bidders</p>	<p>4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6. Joint ventures are not permitted to bid.</p> <p>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Bid; or (f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Purchaser or Borrower in implementing the Framework Agreement or a Call-off Contract; or (g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or (ii) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Framework Agreement and/or Call-off
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Contract.

- 4.3 A firm that is a Bidder shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of a Call-off Contract including Related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, Bid for, propose for, or be awarded a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's Country may be eligible to compete and be awarded a Framework Agreement or Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
- (a) are legally and financially autonomous,
 - (b) operate under commercial law, and
 - (c) are not under supervision of the Procuring Agency or a Participating User.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; or

	<p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of Goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.</p> <p>4.8 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.</p>
<p>5. Eligible Goods and Related Services</p>	<p>5.1 All the Goods and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement and financed by the Bank, may have their origin in any country in accordance with Section V, Eligible Countries.</p> <p>5.2 For purposes of this ITB, the term “Goods” includes commodities, raw materials, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.</p> <p>5.3 The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<p>B. Contents of Request for Bids Document</p>	
<p>6. Sections of Bidding Document</p>	<p>6.1 The Bidding document consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>PART 1 - Bidding Procedures</p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation and Qualification Criteria</p> <p>Section IV - Bidding Forms</p> <p>Section V - Eligible Countries</p> <p>Section VI - Fraud and Corruption</p> <p>PART 2 - Supply Requirements</p> <p>Section VII - Schedule of Requirements</p> <p>PART 3- Procuring Agency’s Forms</p> <p>PART 4- Framework Agreement (FA)</p> <p>Section A: Framework Agreement Specific Provisions</p> <p>Section B: Framework Agreement Standard Provisions</p> <p>Section C: Framework Agreement Definitions</p> <p>Schedule 1: Schedule of Requirements</p>

	<p>Schedule 2: Price Schedules</p> <p>Schedule 3: Secondary Procurement</p> <p>Schedule 4: Call-off Contract: General Conditions of Contract (GCC)</p> <p>Schedule 5: Forms for Call-off Contract</p> <p>Schedule 6: List of Participating Users <i>[for Multi-User FAs only]</i></p> <p>6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Procuring Agency is not part of this Bidding document.</p> <p>6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.</p>
<p>7. Clarification of Bidding Document</p>	<p>7.1 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Procuring Agency shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding document, the Procuring Agency shall amend the Bidding document following the procedure under ITB 8 and ITB 22.2.</p> <p>7.2 If so specified in the BDS, the Bidder’s designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
<p>8. Amendment of Bidding Document</p>	<p>8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing an Addenda.</p> <p>8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Procuring Agency in accordance with</p>

	<p>ITB 6.3. The Procuring Agency shall also promptly publish the Addendum on the Procuring Agency’s web page in accordance with ITB 7.1.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an Addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.</p>
<p>C. Preparation of Bids</p>	
<p>9. Cost of Bidding</p>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process where mini-competition is used) and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p>
<p>10. Language of Bid</p>	<p>10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<p>11. Documents Comprising the Bid</p>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid prepared in accordance with ITB 12; (b) Price Schedules: completed in accordance with ITB 12 and ITB 14; (c) Bid-Security in accordance with ITB 19.1; (d) Alternative Bid: deleted; (e) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; (f) Qualifications: documentary evidence in accordance with ITB17 establishing the Bidder’s qualifications to be awarded a Framework Agreement and perform any Call-off Contract if awarded; (g) Bidder’s Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid; (h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITB16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder; (i) Conformity: documentary evidence in accordance with

	<p>ITB16and 30, that the Goods and Related Services conform to the Bidding document; and</p> <p>(j) any other document required in the BDS.</p> <p>11.2 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<p>12. Letter of Bid and Price Schedules</p>	<p>12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.</p>
<p>13. Alternative Bids</p>	<p>13.1. Deleted.</p>
<p>14. Bid Prices and Discounts</p>	<p>14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.</p> <p>14.2 If specified in the BDS that Goods may be purchased in lots and items, all lots and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price for the, lots or items excluding any discounts offered.</p> <p>14.4 The Bidder may quote discounts for bulk purchases (one-off bulk purchases that may be awarded in a Call-off Contract). Discounts may be quoted on a sliding scale (where the greater the bulk purchased the greater the discount). In quoting discounts, the Bidder shall indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.</p> <p>14.5 Prices quoted by the Bidder shall be fixed for the duration of the Framework Agreement, and any agreed extension, and not subject to variation on any account, unless otherwise specified in the BDS. If in accordance with the BDS, prices quoted by the Bidder shall be fixed, a Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if price adjustment is specified in the BDS, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>14.6 If so specified in ITB 1.1, Bids are being invited for individual lots or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities</p>

	<p>specified for each item of a lot.</p> <p>14.7 The terms EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the BDS.</p> <p>14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Purchaser’s right to award a Framework Agreement on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:</p> <p>(a) For Goods:</p> <ul style="list-style-type: none"> (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties (customs duty etc.) and Goods and Services Tax (GST) and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods; (ii) any GST, and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Holder); and (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Holder) specified in the BDS. <p>(b) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
<p>15. Currencies of Bid and Payment</p>	<p>15.1 The Bidder shall quote the Price in Indian Rupees only and all payments shall be made in Indian Rupees only.</p>
<p>16. Documents Establishing the Eligibility</p>	<p>16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in</p>

<p>and Conformity of Goods</p>	<p>Section IV, Bidding Forms.</p> <p>16.2 To establish the conformity of the Goods and Related Services to the Bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.</p> <p>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.</p> <p>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Purchaser(if a Call-off Contract is awarded to the Bidder as a FA Holder).</p> <p>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.</p>
<p>17. Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p> <p>17.2 The documentary evidence of the Bidder's qualifications to be awarded a Framework Agreement, and/or to perform any Call-off Contract(s)if awarded, shall establish to the Procuring Agency's satisfaction:</p> <p>(a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;</p>

	<p>(b) that, if required in the BDS, the Bidder (if awarded a Framework Agreement) will carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in Part 2 Supply Requirements any Call-off Contract awarded; and</p> <p>(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p> <p>(d) supplies for any particular item in each lot of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the lot in the bid will be treated as non-responsive.</p>
<p>18. Period of Validity of Bids</p>	<p>18.1. Bids shall remain valid for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.</p> <p>18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is specified in the BDS, it shall also be extended for a corresponding period. A Bidder may refuse the request to extend without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.</p> <p>18.3. If the award of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the base price for FA shall be determined as follows:</p> <p>(a) in the case of fixed price FAs, the base price shall be the Bid price adjusted by the factor specified in the BDS;</p> <p>(b) in the case of adjustable price FAs, no adjustment shall be made;</p> <p>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</p>
<p>19. Bid Security</p>	<p>19.1. The Bidder shall furnish as part of its Bid, a Bid-Security, as specified in the BDS, in original form, in the amount specified in the BDS.</p> <p>19.2. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <p>(a) an unconditional bank guarantee issued by a Nationalized/</p>

	<p>Scheduled bank located in India;</p> <p>(b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;</p> <p>(c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India; or</p> <p>(d) another security specified in the BDS,</p> <p>In the case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The Bid Security shall be valid for forty five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.3. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a Bid Security in accordance with ITB 19.2 shall be rejected by the Purchaser as non-responsive.</p> <p>19.4. If a Bid Security is specified pursuant to ITB 19.1, the Bid Securities of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Framework Agreement and furnishing the Performance Security pursuant to ITB 41.</p> <p>19.5. The Bid Security of successful Bidder(s) shall be returned, as promptly as possible, once the successful Bidder(s) sign the Framework Agreement(s), and furnish the required Performance Security.</p> <p>19.6. The Bid Security may be forfeited:</p> <p>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or</p> <p>(b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 31; or</p> <p>(c) if the successful Bidder fails to:</p> <p>(i) sign the Framework Agreement in accordance with ITB 40; or</p> <p>(ii) furnish a Performance Security in accordance with ITB 41.</p>
<p>20. Format and Signing of Bid</p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids</p>

	<p>which is confidential to their business.</p> <p>20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
<p>D. Submission and Opening of Bids</p>	
<p>21. Sealing and Marking of Bids</p>	<p>21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:</p> <ul style="list-style-type: none"> (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and (b) in an envelope marked “Copies”, all required copies of the Bid; and, <p>21.2. The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Procuring Agency in accordance with ITB22.1; (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and (d) bear a warning not to open before the time and date for Bid opening. <p>21.3. If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p> <p>21.4. Telex, Cable, or Facsimile bids will be rejected as non-responsive.</p>
<p>22. Deadline for Submission of Bids</p>	<p>22.1. Bids must be received by the Procuring Agency at the address and no later than the date and time specified in the BDS. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.</p> <p>22.2. The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 8, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the</p>

	deadline shall thereafter be subject to the deadline as extended.
23. Late Bids	23.1 The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
24. Withdrawal, Substitution, and Modification of Bids	<p>24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"> a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with ITB 22. <p>24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.</p> <p>24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.6.</p>
25. Bid Opening	<p>25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Procuring Agency shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders’ designated representatives and anyone who chooses to attend. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.</p> <p>25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice</p>

	<p>contains a valid authorization to request the withdrawal and is read out at Bid opening.</p> <p>25.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.</p> <p>25.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.</p> <p>25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot if applicable, including any unconditional discounts; the presence or absence of a Bid Security, if required; and any other details as the Procuring Agency may consider appropriate.</p> <p>25.6. Only Bids, modifications and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Procuring Agency attending Bid opening in the manner specified in the BDS.</p> <p>25.7. The Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).</p> <p>25.8. The Procuring Agency shall prepare a record of the Bid opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; b) the Bid Price, per lot (item) if applicable, including any unconditional discounts; c) the presence or absence of a Bid Security, if one was required. <p>25.9. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
E. Evaluation and Comparison of Bids	
26. Confidentiality	26.1 Information relating to the evaluation of Bids and recommendation to award Framework Agreements, shall not be disclosed to Bidders

	<p>or any other persons not officially concerned with the Bidding process until information on Award of the Framework Agreement(s) is transmitted to all Bidders in accordance with ITB 37.</p> <p>26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to award Framework Agreement(s) may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB26.2, from the time of Bid opening to the time of Framework Agreement award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<p>27. Clarification of Bids</p>	<p>27.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the Evaluation of the Bids, in accordance with ITB 31.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency’s request for clarification, its Bid may be rejected.</p>
<p>28. Deviations, Reservations, and Omissions</p>	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the Bidding document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding document.
<p>29. Determination of Responsiveness</p>	<p>29.1 The Procuring Agency’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.</p> <p>29.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p>

	<p>(a) if accepted, would:</p> <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Framework Agreement/Call-off Contract; or (ii) limit in any substantial way, inconsistent with the Bidding document, the Procuring Agency’s rights or the Bidder’s obligations under the Framework Agreement/Call-off Contract; or <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>29.3 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with ITB16 and ITB17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.</p> <p>29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>30. Nonconformities, Errors and Omissions</p>	<p>30.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any non-conformities in the Bid.</p> <p>30.2 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>30.3 Provided that a Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the BDS.</p>
<p>31. Correction of Arithmetical Errors</p>	<p>31.1 Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total

	<p>shall be corrected; and</p> <p>(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.</p> <p>31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid, and the Bid security may be forfeited in accordance with ITB 19.6.</p>
<p>32. Evaluation of Bids</p>	<p>32.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria in deciding to award a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p> <p>32.2 To evaluate a Bid, the Procuring Agency shall consider the following:</p> <ul style="list-style-type: none"> (a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with ITB 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) Deleted; (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria. <p>32.3 The estimated effect of the price adjustment provisions of the Framework Agreement(s) to determine the Contract Price for any Call-off Contract, applied over the Term of the Framework Agreement, shall not be taken into account in Bid evaluation.</p> <p>32.4 If this Bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.</p> <p>32.5 The Procuring Agency's evaluation of a Bid will exclude and not take into account:</p> <ul style="list-style-type: none"> (a) in the case of Goods manufactured in India, or goods of foreign origin already located in India, GST and other similar taxes, which will be payable on the Goods if a Call-off

	<p>Contract is awarded to the Bidder;</p> <p>(b) any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in the Bidding documents and/or Framework Agreement.</p> <p>32.6 The Procuring Agency’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services or geographic location. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 32.2(f).</p>
<p>33. Comparison of Bids</p>	<p>33.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 32.2 to determine the ranking of Bids based on the lowest evaluated cost. The comparison shall be on the basis of EXW prices, plus cost of inland transportation and insurance to place of destination, together with prices for any required installation, training, commissioning and other Related Services.</p>
<p>34. Qualification of the Bidder(s)</p>	<p>34.1 Before awarding a Framework Agreements, the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s)with substantially responsive Bid(s)that are able to meet the award criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors, or any other firm(s) different from the Bidder.</p> <p>34.3 An affirmative determination shall be a prerequisite for award of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.</p>
<p>35. Procuring Agency’s Right to Accept Any Bid, and to Reject Any or All Bids</p>	<p>35.1 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the award of Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted including any Bid Security, shall be promptly returned to the Bidders.</p>

F. Award of Framework Agreement	
36. Framework Agreement Award Criteria	<p>36.1 The Procuring Agency shall specify in the BDS and/or Section III Evaluation and Qualification Criteria, the award criteria that will apply in the selection of Bidder(s) to be awarded Framework Agreement(s). Such decisions to award are subject to ITB 35.</p> <p>36.2 This is a Closed Panel Framework Agreement. New suppliers (those who have not participated in this Bidding process) will not be able to join the Framework Agreement Panel during the Term of the Framework Agreement.</p>
37. Notification of Award	<p>37.1 Prior to the expiration of the Bid Validity Period and subject to ITB 35, the Procuring Agency shall transmit to the successful Bidder(s) a Letter of Acceptance, attaching the Framework Agreement for signature by the Bidder.</p>
38. No Obligation to Purchase	<p>38.1 The award of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to purchase any Goods under the Framework Agreement. The FA Holder/Supplier has no legitimate expectation of being awarded a Call-off Contract under a Framework Agreement.</p>
39. Non-exclusivity	<p>39.1 A Framework Agreement shall not be an exclusive agreement and the Procuring Agency and/or Purchaser(s) reserve the right to procure the same or similar items from other suppliers who are non-FA Holders.</p>
40. Signing the Framework Agreement	<p>40.1 Unless another deadline is stipulated in the BDS, the Bidder shall sign, date and return the Framework Agreement, and furnish the performance security in accordance with ITB 41, within twenty-eight (28) days of receipt of the same.</p> <p>40.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all Participating Users.</p>
41. Publication of the Framework Agreement Award Notice	<p>41.1 At the same time, the Procuring Agency shall publish the Framework Agreement Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Procuring Agency, and if applicable, all Participating Users; (b) name and reference number of the Framework Agreement being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) names of all Bidders whose Bids were rejected either as

	<p>nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and</p> <p>(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.</p> <p>41.2 The Framework Agreement Contract Award Notice shall be published on National website (Government of India website http://tenders.gov.in) or on the Procuring Agency's website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency's Country, or in the official gazette.</p>
42. Performance Security	<p>42.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Agency, the successful Bidder(s) shall furnish the Performance Security in accordance with Framework Agreement Standard and Specific Provisions Clause 10.</p> <p>42.2 Failure of any successful Bidder to submit the above-mentioned Performance Security or sign the Framework Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security of such bidder.</p>
G. Secondary Procurement Process	
43. Method and criteria for Award of Call-off Contract	<p>43.1 The Procuring Agency shall specify in the BDS, and the Framework Agreement (Schedule 3, Secondary Procurement) the Secondary Procurement method(s) that shall apply in selecting a FA Holder and awarding a Call-off Contract.</p>

Section II - Bid Data Sheet (BDS)

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the BDS shall prevail over those in ITB.

[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process.]

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]

A. General	
ITB 1.1 and 1.2(p)	The Procuring Agency is: Bihar Rural Livelihoods Promotion Society The reference number of the Request for Bids (RFB) is: IN-BRLPS-187606-GO-RFB;IN-BRLPS-187593-GO-RFB The name of the RFB is: Printing & Supply of SHG Books of Records
ITB 1.2(a)	The Purchaser shall use the electronic-procurement system: www.eproc.bihar.gov.in
ITB 1.2 (f)	This Primary Procurement process will establish a Closed Panel Framework Agreement.
ITB 1.2(k)	This Primary Procurement process will establish a Single-User Framework Agreement.
ITB 1.2 (l)	Not Applicable
ITB 1.2 (m) and (p)	Participating Users : The Participating Users that are permitted to purchase under the Framework Agreement is State Project Management Unit, Bihar Rural Livelihoods Promotion Society, Patna, Bihar
ITB 1.2 (u)	Term of Framework Agreement The Framework Agreement shall be established for a Term of three (3) years from the date of signing of contract. <i>Extension to the Term may be permitted, subject to satisfactory performance, up to a maximum of two (2) additional years on yearly basis (i.e. Term + 1 + 1). The total Term of the FA will not exceed five (5) years.</i>
ITB 2.1	The Borrower is Government of India for Bihar Rural Livelihoods Promotion Society, Govt. of Bihar Loan or Financing Agreement Amount: US\$290 MILLION
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of RFB Document	
ITB 7.1	For clarification of Bid purposes only, the Procuring Agency's address is: Attention: Dr. Santosh (Procurement Specialist) Address: 3rd floor, Annexe-II, Vidyut Bhawan, Bailey Road Floor/ Room number: 'C' wing, 3rd floor City: Patna, Bihar ZIP Code: 800021 Country: : India Telephone: +91-612-2504980 [Extn. 242] Facsimile number: +91-612-2504960 Electronic mail address: proc.sp@brlps.in Requests for clarification should be received by the Procuring Agency no later than 14 days before the deadline for submission of Bids.

ITB 7.2	A Pre-Bid meeting will be at the following date, time and place: Date: 31/08/2020 Time: 04:00 pm Place: BRLPS, 3rd floor, Annexe-II, Vidyut Bhawan, Bailey Road															
C. Preparation of Bids																
ITB 11.1 (j)	Not Applicable															
ITB 14.5	The prices quoted by the Bidder shall not be subject to a price adjustment during the Term of the Framework Agreement.															
ITB 14.7	The Incoterms edition is: Incoterms 2010															
ITB 14.8 (a)(iii)	Final destination (Project Site): District Project Coordination Units (DPCUs) Final destination(s) are included in Schedule of Requirements.															
ITB 16.4	Not Applicable															
ITB 17.2 (a)	Manufacturer's authorization is: Not Required															
ITB 17.2 (b)	After sales service is: Not Required															
ITB18.1	Bid validity period shall be 90 days from last date of submission of bid.															
ITB 18.3(a)	Not Applicable															
ITB19.1	A Bid Security shall be required. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Schedule</th> <th style="text-align: center;">Items Name</th> <th style="text-align: center;">Amount of Bid Security</th> </tr> </thead> <tbody> <tr> <td>Schedule - I</td> <td>Transaction Book</td> <td style="text-align: right;">₹ 6,80,000.00</td> </tr> <tr> <td>Schedule - II</td> <td>Saving Cum Loan Ledger</td> <td style="text-align: right;">₹ 6,80,000.00</td> </tr> <tr> <td>Schedule - III</td> <td>Pass-Book</td> <td style="text-align: right;">₹ 6,20,000.00</td> </tr> <tr> <td>Schedule - IV</td> <td>Minutes Book</td> <td style="text-align: right;">₹ 2,80,000.00</td> </tr> </tbody> </table> <p>Note: - If a bidder intends to bid for more than one schedule, the amount of bid security against each schedule will be added.</p>	Schedule	Items Name	Amount of Bid Security	Schedule - I	Transaction Book	₹ 6,80,000.00	Schedule - II	Saving Cum Loan Ledger	₹ 6,80,000.00	Schedule - III	Pass-Book	₹ 6,20,000.00	Schedule - IV	Minutes Book	₹ 2,80,000.00
Schedule	Items Name	Amount of Bid Security														
Schedule - I	Transaction Book	₹ 6,80,000.00														
Schedule - II	Saving Cum Loan Ledger	₹ 6,80,000.00														
Schedule - III	Pass-Book	₹ 6,20,000.00														
Schedule - IV	Minutes Book	₹ 2,80,000.00														
ITB 19.2 (d)	<ul style="list-style-type: none"> ▪ Bid security will be paid through bank guarantee / demand draft issued from any scheduled bank. ▪ Bank guarantee should be issued in the name of Bihar Rural Livelihood Promotion Society, Patna. ▪ Bank guarantee should be valid for at least the bid validity period. ▪ The bidder will have to upload a scanned copy of the Bank Guarantee / Demand Draft on the e-Proc portal (www.eproc.bihar.gov.in) and submit the original copy of the same within 10 days from the date of opening of the bid, otherwise the bid will be treated as non-responsive. 															
ITB20.1	Not Applicable															
ITB20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Head of the Organisation															
D. Submission and Opening of Bids																
ITB22.1	For Bid submission purposes only: www.eproc.bihar.gov.in Address is: <i>Class of DSC is required may be verified at e-Procurement Help Desk, 1st floor, M/22, Bank of India Building, Road No.25, Sri Krishna Nagar, Patna-800001 (Phone: 0612-2523006/Mobile – 7542028164)</i> The deadline for Bid submission is: Date: 31/08/2020 Time: 03:30 pm															
ITB25.1	The Bid opening shall take place at: Bihar Rural Livelihoods Promotion Society- Address: 3rd floor, Annexe-II, Vidyut Bhawan, Bailey Road Floor/ Room number: 'C' wing, 3rd floor															

	City: Patna, Bihar ZIP Code: 800021 Country: : India Date: 17/09/2020 Time: 04:30 pm
ITB25.6	Not Applicable
E. Evaluation and Comparison of Bids	
ITB 30.3	Not Applicable
ITB 32.2(a)	Evaluation of Bid: Schedule wise evaluation shall be done
ITB 32.6	The consideration of other factors during the evaluation, in addition to the Bid Price quoted, include the factors set out below as more fully described in Section III, Evaluation and Qualification Criteria; a) Deviation in Delivery schedule: Not allowed. b) Deviation in payment schedule: Not allowed. c) Life cycle costs: Not Applicable.
F. Award of Framework Agreement	
ITB 36.1	Award criteria for a Multi-Supplier Framework Agreement: Award of Framework Agreements will be done schedule wise.
G. Secondary Procurement Process	
ITB43	Not Applicable

Section III - Evaluation and Qualification Criteria

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

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

1. Evaluation of Bids for (ITB 32)

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

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

1.1. Evaluation Criteria (ITB 32.6)

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

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

2. Post Qualification Criteria (ITB 34.1)

After determining the substantially responsive Bid(s) which offer the lowest-evaluated cost in accordance with ITB 32 through to the 'x' ranked bids (ITB 36 refers), the Procuring Agency shall carry out the post-qualification of each of these Bidder(s) in accordance with ITB 34, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(A) If the Bidder is a manufacturer:

(i) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): An average annual turnover (AAT) of at least the value mentioned in the table below during the last three years (2016-17, 2017-18 & 2018 -19)

SN	Item	AAT
1	Schedule-I (Transaction Book)	₹ 6.8 Cr
2	Schedule-II(Saving Cum Loan Ledger)	₹ 6.8 Cr
3	Schedule-III(Pass Book)	₹ 6.2 Cr
4	Schedule-IV (Minutes Book)	₹ 2.8 Cr

Note: if any bidder intends to quote for more than one schedule, they can add the required turnover of those lots for qualifying.

(ii) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): In support of this, purchase order as past performance should be submitted as per **Form 5 in Section VII**; The minimum quantity of the books/ periodicals or similar printed items manufactured and marketed during any one of the last 5 years for each schedule should as per the following table

SN	Schedules	Single Work Order Required For The Value (In Cr.)
1	Schedule-I (Transaction Book)	₹ 1.70 Cr
2	Schedule-II (Saving Cum Loan Ledger)	₹1.70 Cr
3	Schedule-III (Pass Book)	₹ 1.56 Cr
4	Schedule-IV (Minutes Book)	₹ 0.70 Cr

NOTE:

- If the bidders want to bid for more than one schedule, they will add the single order requirement required for each schedule.
- Two purchase orders should not be used to meet the requirement of one schedule and one purchase order will not be used twice.
- The bidder must submit supporting purchase order either in a single order or multiple orders but without repetition.

(iii)**Documentary Evidence:** The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- signed and stamped copies of its audited financial statements for the past three financial year i.e. 2016-17, 2017-18 & 2018 -19
- list of at least five contracts for printing and supply conducted within the last five years (2015, 2016, 2017, 2018 & 2019) as per Form 5 in Section VII.
- proof of Registration supplier –self certified copy of GST & PAN.
- The bidder will have to upload an affidavit clearly stating that all the equipment / machines and associated process is under one roof and is owned by the bidder.

(B) If Bidder is not a manufacturer: Not Applicable

[If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate that it has successfully completed at least *[insert number of contracts]* contracts of similar goods in the past *[insert number of years]* years.]

3. Framework Agreement Award Criteria (ITB 36)

As part of the evaluation, all Bids shall be ranked schedule wise in terms of evaluated cost, with the first ranked being the lowest evaluated cost in a schedule likewise other schedule shall be evaluated.

The Procuring Agency will award FAs to the Bidders that meet the qualification criteria and whose Bids have been determined to be substantially responsive to the Bidding document.

Section IV - Bid Forms

Letter of Bid

Primary Procurement - Framework Agreement Goods

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

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

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

Framework Agreement - Goods

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

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

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

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

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

Or

Option 2, in case of multiple lots:

Schedule	Items Name	Total Price	Price in words
Schedule-I	Transaction Book		
Schedule-II	Saving Cum Loan Ledger		
Schedule-III	Pass-Book		
Schedule-IV	Minutes Book		

- Discounts:** The discounts offered are: *[Specify in detail each discount offered.]*
 - The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

7. **Performance Security:** If our Bid is accepted and we are awarded a Framework Agreement, we commit to obtain a performance security in accordance with the bidding document;
8. **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a subcontractor, and meet the requirements of ITB 4.3;
9. **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Procuring Agency’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
10. **State-owned enterprise or institution:** *[select the appropriate option and delete the other]*
[We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];
11. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

12. **No Binding Contract:** We understand that this Bid, together with your Letter of Acceptance, and the award and execution of a Framework Agreement, shall not constitute a binding contract between us, until a formal Call-off Contract awarded under the Framework Agreement, is prepared and executed;
13. **No exclusivity:** We understand that the award of a Framework Agreement provides no form of exclusivity between the Procuring Agency/Purchaser to the FA Holder/Supplier. The Procuring Agency/Purchaser is, at all times, entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods which are the same as or similar to the Goods.
14. **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency or Purchaser(s) to purchase any Goods, and/or Related Services from any FA Holder/Supplier during the Term of the Framework Agreement.
15. **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency or Purchaser in respect of the total quantities or value of the Goods that may be ordered by it, or any Participating User(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. In the event that we are a Framework

Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.

16. Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive.

17. Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder:*[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *******[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

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

Bidder Information Form

Primary Procurement - Framework Agreement Goods

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

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

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

Page _____ of _____ pages

1	Bidder's Name <i>[insert Bidder's legal name]</i>
2	Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
3	Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
4	Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
5	<p>Bidder's Authorized Representative Information</p> <p>Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
6	<p>Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <ul style="list-style-type: none"> ▪ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ▪ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> ○ Legal and financial autonomy ○ Operation under commercial law ○ Establishing that the Bidder is not under the supervision of the Procuring Agency or Purchaser ▪ Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

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

Price Schedule: For Supply as per Schedule of Requirements

[This sheet should be filled in price schedule provided in separate excel sheet in financial format]

Procuring Agency's Country India					Currency Indian Rupees			Date: _____	
								RFB No: _____	
								Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Country of Origin	Indicative Delivery Date	Indicative Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other Related Services required to convey the Goods to their final destination in India	GST and other taxes payable per line item if Framework Agreement is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert Country of Origin of Goods]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert GST and other taxes payable per line item if Framework Agreement is awarded]</i>	<i>[insert total price per item]</i>
Schedule-I	Transaction Book			400,000					
Schedule-II	Saving Cum Loan Ledger			400,000					
Schedule-III	Pass-Book			5,200,000					
Schedule-IV	Minutes Book			400,000					
								Total Price Rs	
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>									

Price and Completion Schedule - Related Services

Procuring Agency's Country India		Currency Indian Rupees			Date: _____ RFB No: _____ Page N ^o _____ of _____	
1	2	3	4	5	6	7
Service N ^o	Description of Services (excludes inland transportation and other Related Services required to convey the Goods to their final destination in India)	Country of origin	Indicative Delivery Date at place of Final destination	Indicative Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>{insert number of the Service}</i>	<i>{insert name of Services}</i>	<i>Country of origin</i>	<i>{insert delivery date at place of final destination per Service}</i>	<i>{insert number of units to be supplied and name of the physical unit}</i>	<i>{insert unit price per item}</i>	<i>{insert total price per item}</i>
(Not Used)						
					Total Bid PriceRs	
Name of Bidder <i>{insert complete name of Bidder}</i> Signature of Bidder <i>{signature of person signing the Bid}</i> Date <i>{insert date}</i>						

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

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

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Procuring Agency] (hereinafter called "the Procuring Agency") in the sum of _____⁴ for which payment well and truly to be made to the said Procuring Agency the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

- 1 If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 31;
or
- 2 If the Applicant having been notified of the acceptance of his bid by the Procuring Agency during the period of Bid validity:
 - (a) fails or refuses to execute the Framework Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This Guarantee will remain in force up to and including the date _____⁵ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Procuring Agency, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

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

⁴The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

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

Manufacturer's Authorization

Not Used

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the BDS.]

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

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

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

WHEREAS

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

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

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

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

Section V - Eligible Countries

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

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

1. Under ITB4.7(a) and ITB 5.1:None.
2. Under ITB4.7(b) and ITB 5.1: None

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

1. List of Goods and Delivery Schedule

[The Procuring Agency shall fill in this table to enable the Bidder to prepare the Bid]

Line Item N ^o	Description of Goods	Indicative Quantity required over FA Term	Physical unit	Likely Destination (Project Site)	Likely Delivery Date (as per Incoterms)	Bid Security in Rs. ⁹	Deleted
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days from placing the Call-off Contract]</i>		
Schedule-I	As per annexure – A					₹ 680,000.00	
Schedule-II						₹ 680,000.00	
Schedule-III						₹ 620,000.00	
Schedule-IV						₹ 280,000.00	

⁹ Bid security listed here shall be the same as provided under ITB/BDS 19.1.

Annexure- A

Requirement of SHG Books of Records in 2020-22 through Framework Agreement													
SN	District	Bifurcation of SHG BOR				1st Order of SHG BOR				2nd Order of SHG BOR			
		LDP	Savings cum Loan Ledger	Passbook	Minutes Book	LDP	Savings cum Loan Ledger	Passbook	Minutes Book	LDP	Savings cum Loan Ledger	Passbook	Minutes Book
1	ARARIA	12,000	12,000	156,000	12,000	6,000	6,000	78,000	6,000	6,000	6,000	78,000	6,000
2	ARWAL	3,000	3,000	39,000	3,000	1,500	1,500	19,500	1,500	1,500	1,500	19,500	1,500
3	AURANGABAD	10,000	10,000	130,000	10,000	5,000	5,000	65,000	5,000	5,000	5,000	65,000	5,000
4	BANKA	12,000	12,000	156,000	12,000	6,000	6,000	78,000	6,000	6,000	6,000	78,000	6,000
5	BEGUSARAI	12,000	12,000	156,000	12,000	6,000	6,000	78,000	6,000	6,000	6,000	78,000	6,000
6	BHAGALPUR	12,000	12,000	156,000	12,000	6,000	6,000	78,000	6,000	6,000	6,000	78,000	6,000
7	BHOJPUR	7,000	7,000	91,000	7,000	3,500	3,500	45,500	3,500	3,500	3,500	45,500	3,500
8	BUXAR	4,500	4,500	58,500	4,500	2,500	2,500	32,500	2,500	2,000	2,000	26,000	2,000
9	DARBHANGA	24,500	24,500	318,500	24,500	12,000	12,000	156,000	12,000	12,500	12,500	162,500	12,500
10	GAYA	9,500	9,500	123,500	9,500	5,000	5,000	65,000	5,000	4,500	4,500	58,500	4,500
11	GOPALGANJ	5,000	5,000	65,000	5,000	2,500	2,500	32,500	2,500	2,500	2,500	32,500	2,500
12	JAMUI	6,500	6,500	84,500	6,500	3,500	3,500	45,500	3,500	3,000	3,000	39,000	3,000
13	JEHANABAD	3,000	3,000	39,000	3,000	1,500	1,500	19,500	1,500	1,500	1,500	19,500	1,500
14	KAIMUR	4,500	4,500	58,500	4,500	2,500	2,500	32,500	2,500	2,000	2,000	26,000	2,000
15	KATIHAR	10,500	10,500	136,500	10,500	5,000	5,000	65,000	5,000	5,500	5,500	71,500	5,500
16	KHAGARIA	6,500	6,500	84,500	6,500	3,000	3,000	39,000	3,000	3,500	3,500	45,500	3,500
17	KISHANGANJ	10,000	10,000	130,000	10,000	5,000	5,000	65,000	5,000	5,000	5,000	65,000	5,000
18	LAKHISARAI	3,000	3,000	39,000	3,000	1,500	1,500	19,500	1,500	1,500	1,500	19,500	1,500
19	MADHEPURA	9,000	9,000	117,000	9,000	4,500	4,500	58,500	4,500	4,500	4,500	58,500	4,500
20	MADHUBANI	28,500	28,500	370,500	28,500	14,000	14,000	182,000	14,000	14,500	14,500	188,500	14,500
21	MUNGER	4,500	4,500	58,500	4,500	2,500	2,500	32,500	2,500	2,000	2,000	26,000	2,000
22	MUZAFFARPUR	24,500	24,500	318,500	24,500	12,000	12,000	156,000	12,000	12,500	12,500	162,500	12,500
23	NALANDA	5,000	5,000	65,000	5,000	2,500	2,500	32,500	2,500	2,500	2,500	32,500	2,500
24	NAWADA	9,500	9,500	123,500	9,500	4,500	4,500	58,500	4,500	5,000	5,000	65,000	5,000
25	W. CHAMPARAN	10,500	10,500	136,500	10,500	5,500	5,500	71,500	5,500	5,000	5,000	65,000	5,000

Requirement of SHG Books of Records in 2020-22 through Framework Agreement

		Bifurcation of SHG BOR				1st Order of SHG BOR				2nd Order of SHG BOR			
26	PATNA	11,500	11,500	149,500	11,500	5,500	5,500	71,500	5,500	6,000	6,000	78,000	6,000
27	E. CHAMPARAN	21,500	21,500	279,500	21,500	11,000	11,000	143,000	11,000	10,500	10,500	136,500	10,500
28	PURNIA	14,000	14,000	182,000	14,000	7,000	7,000	91,000	7,000	7,000	7,000	91,000	7,000
29	ROHTAS	7,000	7,000	91,000	7,000	3,500	3,500	45,500	3,500	3,500	3,500	45,500	3,500
30	SAHARSA	5,500	5,500	71,500	5,500	2,500	2,500	32,500	2,500	3,000	3,000	39,000	3,000
31	SAMASTIPUR	24,500	24,500	318,500	24,500	12,000	12,000	156,000	12,000	12,500	12,500	162,500	12,500
32	SARAN	12,000	12,000	156,000	12,000	6,000	6,000	78,000	6,000	6,000	6,000	78,000	6,000
33	SHEIKHPURA	3,000	3,000	39,000	3,000	1,500	1,500	19,500	1,500	1,500	1,500	19,500	1,500
34	SHEOHAR	4,500	4,500	58,500	4,500	2,500	2,500	32,500	2,500	2,000	2,000	26,000	2,000
35	SITAMARHI	15,500	15,500	201,500	15,500	8,000	8,000	104,000	8,000	7,500	7,500	97,500	7,500
36	SIWAN	12,000	12,000	156,000	12,000	6,000	6,000	78,000	6,000	6,000	6,000	78,000	6,000
37	SUPAUL	8,000	8,000	104,000	8,000	4,000	4,000	52,000	4,000	4,000	4,000	52,000	4,000
38	VAISHALI	14,000	14,000	182,000	14,000	7,000	7,000	91,000	7,000	7,000	7,000	91,000	7,000
	Total	400,000	400,000	5,200,000	400,000	200,000	200,000	2,600,000	200,000	200,000	200,000	2,600,000	200,000

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Indicative Quantity over FA period ¹	Physical Unit	Likely Place where Services shall be performed	Final Completion Period of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert no. of days from placing the Call-off Contract]</i>
<p style="font-size: 24pt; font-weight: bold;">(Not Used)</p>					
1. If applicable					

3. Technical Specifications

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

SHG Register (BOR) Printing Specifications							
SN	Items	Size	Sub-Component	No. of pages in each sub-component	Printing Particulars	Colour	No. of row in each page.
1	Transaction Book	A2 Size (31 cm X 38 cm)	Book Cover	Front and Back	Glazed Grey Hard Board (32 Ounce) Register Binding Cover with Printing. Spring Book Binding (with thread sewing) and cloth pasting (side & corner).	Single	N.A.
			General Information Paper / 70 GSM maplitho white paper	2	Single colour printing and pasted with Glazed grey Hard Board (32 ounce).		
			Transaction Sheets	72 Main Sheets (70 GSM White maplitho) and 72 Perforated Sheets (70 GSM Ledger). Sheets need to be numbered.	70 GSM white maplitho paper and 70 GSM ledger paper perforated. 10 carbon sheets of 31cm x 38cm size kept in a polynet envelope (14 inchx10 inch size in bottle green or any other colour generally available in market) with each Transaction Book.		
2	Savings Cum Loan Ledger	A2 Size (31 cm X 38 cm)	Book Cover	Front and Back	Glazed Grey Hard Board (32 Ounce) Register Binding Cover with Printing. Spring Book Binding (with thread sewing) and cloth pasting (side & corner).	Single	28
			General Information Paper/ 70 GSM maplitho white paper	2	Single colour printing and pasted with Glazed grey Hard Board (32 ounce).		
			Index Paper/ 70 GSM coloured	2 (1 for loan and 1 for savings)	Single colour printing.		
			Separator Sheets/ 120 GSM coloured	2 (1 for loan and 1 for ledger)	Single colour printing.		
			Inner Sheets/ 70 GSM white maplitho	30 sheets for Savings Ledger and 70 Sheets for Loan Ledger and 30 sheets extra {to capture Assets (8), Liability (10), Income (6) and Expenditure (6)}. Thus total 130 Sheets	One side Printing. (Note: Numbers in the bracket suggests the number of sheets in each category for Assets, Liability, Income and Expenditure.)		

SHG Register (BOR) Printing Specifications							
SN	Items	Size	Sub-Component	No. of pages in each sub-component	Printing Particulars	Colour	No. of row in each page.
3	Pass-Book	21.00 cm X 14.50 cm					15
			Book Cover Page (165 GSM Pulp Board with one side lamination).	Front and Back	Coloured Pulp Board with one colour Printing .SHG Information printed in Back Cover and Inside Back Cover.		
			Separator Sheets (120 GSM coloured).	1	Printed for loan section		
			Inner Sheets(70 GSM white maplitho)	20 Pages i.e. 10 Sheets for Saving & 60 pages i.e. 30 Sheets for Loan.	20 Pages for Saving and 60 pages for Loan. Back to Back printing		
4	Minute Books	Legal	Book Cover	Front and Back	Glazed Grey Hard Board (32 Ounce) Register Binding Cover with Printing. Spring Book Binding (with thread sewing) and cloth pasting (side & corner).	Single	N.A.
			General Information Paper / 70 GSM maplitho white paper	2	Single colour printing and pasted with Glazed grey Hard Board (32 ounce).		
			Index Sheet (70 GSM white maplitho).	1	Single colour printing.		
			Rule Page (70 GSM white maplitho)	1	Single colour printing.		
			Blank pages (70 GSM white maplitho)	4			
			Inner Sheets (70 GSM white Maplitho)	90 Face to Face Sheets,.i.e.180 pages	Back to Back Printing		
Note:- For all the above specification quality of paper should be from "A" Grade Mills.							

4. Drawings

This RFB document includes “no” drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

- (a) Quality of printed materials may be verified either by a team of BRLPS officials constituted by the CEO or by a third party agency as per the decision of BRLPS.
- (b) Supplier has to inform in writing about completion of printing, so that quality may be inspected at the site of supplier before delivery.

PART 3—Procuring Agency’s Forms

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Performance Guarantee No..... [insert guarantee reference number]

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

To: _____ [name of Procuring Agency]
_____ [address of Procuring Agency]

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

AND WHEREAS it has been stipulated by you in the said Framework Agreement that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Framework Agreement;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ [amount of guarantee¹⁰] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Framework Agreement or of the Goods and related Services to be supplied thereunder or of any of the Framework Agreement documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 45 days following the Completion date of the Framework Agreement including any warranty obligations¹¹, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

¹⁰An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

¹¹ Completion date as described in FA Standard Provisions Clause 10

Notification of Award / Letter of Acceptance Framework Agreement for Goods

[Use letterhead paper of the Procuring Agency]

[Date]

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

Notification of Award of Framework Agreement

Framework Agreement No. *[insert FA reference number]*

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

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

Signature of authorized signatory: ____

Name of signatory: ____

Title of signatory: ____

Name of Procuring Agency: _

Attachment:

Framework Agreement x 2

PART 4—Framework Agreement

Framework Agreement Supply of Goods

Contents

- Section A: Framework Agreement Specific Provisions (FA Specific Provisions)..... 71
- Section B: Framework Agreement Standard Provisions (FA Standard Provisions)..... 75
- Section C: Framework Agreement Definitions..... 82
- SCHEDULE 1: Schedule of Requirements 85
- SCHEDULE 2: Price Schedules 86
- SCHEDULE 3: Secondary Procurement 87
- (Not Used)..... 87

Framework Agreement for the supply of Goods

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

‘Procuring Agency’	[insert complete name of the Procuring Agency, the type of legal entity] having its principal place of business at [insert Procuring Agency’s address] responsible for managing and administering the Framework Agreement, acting in its own right as a ‘Purchaser’, and acting for and on behalf of the other Participating Users listed in Schedule 6.
‘Participating User(s) or ‘Purchaser(s)’	The Participating User(s) or Purchaser(s) permitted to purchase under the Framework Agreement are listed in Schedule 6. The Procuring Agency may modify this list of Users as and when required without any reference to the FA Holders (Suppliers).
FA Holder/ Supplier	[insert name of the successful bidder], a corporation incorporated under the laws of [insert the country where the Supplier is domiciled] and having its principal place of business at [insert Supplier’s address] (Supplier)
Commencement Date	[insert the date when signed by both Parties]
Type of Goods	[insert short title describing the type of Goods]
FA Reference No.	[insert Purchaser’s reference number for Framework Agreement]

Framework Agreement

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

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

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

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

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

Provisions

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

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

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

Section C: Framework Agreement Definitions

Schedule 1: Schedule of Requirements

Schedule2: Price Schedules

Schedule 3: Secondary Procurement (Not Used)

Schedule 4: Call-off Contract: General Conditions of Contract (GCC) (Not Used)

Schedule5: Forms for Call-off Contract (Not Used)

Schedule6: List of Participating Users [*use for Multi-User FAs, otherwise delete*]

[Note: any new Sections must be added after Section C, and any new Schedules must be added after Schedule 6. The titles and order of the Sections and Schedules listed above must not be changed, as these are referenced throughout the Framework Agreement and in the Call-off Contract.]

EXECUTION

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

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

Signed: [*place for person to sign the document*]

Full name: [*type name of person signing*]

Agency: [*insert the name of agency*]

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

Signed on behalf of the FA Holder/Supplier:

Signed: [*place for person to sign the document*]

Full name: [*type name of person signing*]

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

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

[this section is to be completed by the Procuring Agency as per the instructions provided in italicized text. The italicized text should be deleted from the final document]

<p>1. Procuring Agency’s Representative and address for Notices Section B: FA Standard Provision 5</p>	<p>1.1 The name and contact details of the Procuring Agency’s representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, is: Name: Title/position: Address: Phone: Mobile: E-mail:</p> <p>1.2 The Representatives for all other Participating Users are listed in Schedule 6 to this Framework Agreement.</p>
<p>2. Supplier’s Representative Section B: FA Standard Provision 5</p>	<p>2.1. The name and contact details of the Supplier’s (FA Holder’s) Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are: Name: Title/position: Address: Phone: Mobile: E-mail:</p>
<p>3. Documents comprising this Framework Agreement</p>	<p>3.1. This Framework Agreement shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>3.2. This Framework Agreement comprises the following documents:</p> <ul style="list-style-type: none"> a. Framework Agreement, including all Sections, Schedules and Changes to standard provisions b. Notification of Award/ Letter of Acceptance(from Primary Procurement process) c. Letter of Bid (from Primary Procurement process)
<p>4. Order of precedence</p>	<p>4.1. In the event of conflicts or discrepancies between the parts of, or documents forming, the Framework Agreement, interpretations shall be based on the following descending order of precedence:</p> <ul style="list-style-type: none"> a. any Change(s) to the Framework Agreement b. Section A: Framework Agreement Specific Provisions c. Section B: Framework Agreement Standard Provisions d. Section C: Definitions e. Letter of Acceptance(from Primary Procurement process) f. Letter of Bid(from Primary Procurement process)

	<p>g. Schedule 1: Schedule of Requirements</p> <p>h. Schedule 2: Price Schedules</p> <p>i. any other Sections or Schedules to this Framework Agreement.</p>
<p>5. Term Section B: FA Standard Provisions4. a.</p>	<p>5.1. The Term of this Framework Agreement is 03 years. The Term begins on the Commencement Date.</p>
<p>6. Term extension(s) Section B: FA Standard Provision 4.b.</p>	<p>6.1 Extension to the Term may be permitted, subject to satisfactory performance, up to a maximum of two additional years on yearly basis (i.e. Term +1+1). The total Term of the Framework Agreement shall not exceed 5 (five) years.</p>
<p>7. Goods Section B: FA Schedule 1</p>	<p>7.1 This Framework Agreement relates to the Printing & Supply of Shg Books of Records. The Goods, and Related Services, are more fully described in Schedule 1 including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.</p>
<p>8. Closed Panel</p>	<p>8.1 This is a Closed Panel Framework Agreement. No new suppliers will be awarded FAs during the Term of the Framework Agreement(s).</p>
<p>9. Single/Multi-User</p>	<p>9.1 This is a Single-User Framework Agreement.</p>
<p>10. Performance Security Section B: FA Standard Provision 9</p>	<p>10.1. A Performance Security shall be 2% of the total contract value valid up to 60 days after the date of completion of performance obligations under the FA. Schedule wise performance security shall be obtained in case the supplier got more than one schedule.</p> <p>10.2. The Performance Security shall be in the form of a “Bank Guarantee” or crossed “Demand Draft” drawn in favour of “Bihar Rural Livelihoods Promotion Society”, Patna. If it is in the form of a bank guarantee, it shall be in the Performance Security Form included in Section VIII Procuring Agency’s Forms.</p> <p>10.3. The Performance Security shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Framework Agreement.</p> <p>10.4. In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 45 days after the completion of performance obligations including warranty obligations.</p>
<p>11. Language Section B: FA Standard Provision 11</p>	<p>11.1 The language of this Framework Agreement is English.</p>
<p>12. In-eligible countries Section B: FA Standard</p>	<p>12.1 Only eligible Suppliers, Goods and Related Services are permitted under this Framework Agreement. At present time, there are no in-eligible countries.</p>

Provision 12	
SECONDARY PROCUREMENT	
13. Contract Price Section B: FA Standard Provision 6	13.1 The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be based on a Mini-competition among FA Holders. a. Purchaser will invite competitive quotes from all the FA Holders and award the Call-off Contract based on the lowest evaluated cost. During this process a FA Holder cannot quote more than the price quoted by it during the Primary Procurement Process (as set out in the Framework Agreement, Schedule 2), with the appropriate price adjustment applied at the end of each year, if specified in the Framework Agreement. b. Repeated failure of a FA Holder to adhere to this provision or non-participation in Secondary Procurement Process may result in termination of its FA Agreement, by the Procuring Agency.
14. Price adjustment	14.1 Call-off Contracts shall be awarded through the Secondary Procurement method mini competition, and the price adjustment shall be applied to each Supplier's base price resulting in adjusted base prices. Suppliers shall not submit Bids or Quotes that are greater than their adjusted base prices. 14.2 Price adjustment is intended to reflect changes in the cost of labor, material components, or other factors, over the Term of the Framework Agreement. The price adjustment formula that applies is as follows. The adjustment shall be calculated every 12 months and the adjusted price shall remain fixed for the next 12 months: $P_1 = P_0 [a + bL_1 + cM_1] - P_0$ $L_0 M_0$ $a+b+c = 1$ in which: P ₁ = Call-off Contract Price. P ₀ = Base price, as described in the Framework Agreement, Schedule 2: Price Schedules. a = fixed element representing profits and overheads included in the Contract Price in the amount of [<i>insert number</i>] percent. [<i>Note: number should normally be around fifteen (15) percent</i>]. b = estimated percentage of labor component in the Contract Price. c = estimated percentage of material component

	<p>in the Contract Price.</p> <p>L_0, L_1 = labor indices¹² applicable to the appropriate industry on the base date and date for adjustment, respectively.</p> <p>M_0, M_1 = material indices¹³ for the major raw material on the base date and date for adjustment, respectively.</p> <p>The coefficients and indices are as follows: $a = [insert\ value\ of\ coefficient]$ $b = [insert\ value\ of\ coefficient]$ $c = [insert\ value\ of\ coefficient]$ Base date = <i>[insert specific date which was the date (30) days prior to the deadline for submission of the Bids in the Primary Procurement process]</i> Date of adjustment = base date plus a multiple of 12. Price adjustment shall be made annually i.e. after 12, 24, 36 and so on months after the base date. As an illustration for avoidance of doubt, price adjusted after 12 months of base date shall remain fixed until the next price adjustment at 24 months after the base date.</p> <p><i>[Note1: for items where specific labour and material components are not significantly identified, a simple price adjustment formula based on relevant price index published by the Government may be used.</i></p> <p><i>Note 2: for Framework Agreements where (i) the Term is less than 18 months, or (ii) the determining indices are not expected to vary significantly, or (iii) prices of goods being procured do not normally increase/decrease significantly, price adjustment may not be required. If so state as follows:]</i></p> <p>14.1 “No price adjustment is permitted under this Framework Agreement.”</p>
<p>CHANGES TO SECTION B: FRAMEWORK AGREEMENT STANDARD PROVISIONS <i>[delete if not applicable]</i></p>	
<p>15. Change to <i>[Insert name of topic e.g. “Copyright”]</i></p>	<p>15.1 <i>[Insert any modification, deletion or addition to the Framework Agreement Section B: Standard Provisions. As a heading, reference the appropriate paragraph in the Standard Provisions e.g. “Reference: Section B: Standard Provisions, paragraph 16”]</i></p> <p>a. <i>[insert details of the modification here]</i></p>

¹²Indices published by the Government shall be used e.g. all India average Consumer Price Index (CPI) for Industrial Workers for centre, published by Ministry of Labour and Employment, Government of India

¹³Indices published by the Government shall be used e.g. Whole-sale Price Index (WPI) for Long Steel, published by Ministry of Commerce and Industry, Government of India.

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

[the following text must not be modified by the Procuring Agency. Any changes to this Section must be recorded at the end of Section A: Framework Agreement Specific Provision, above]

Table of Provisions

- 1. FA Holder’s appointment 76
- 2. FA Holder’s obligations..... 76
- 3. No obligation, expectation or exclusivity 76
- 4. Term 77
- 5. Representative 77
- 6. Contract Price..... 77
- 7. Conflict of interest 77
- 8. Relationship between the Parties 77
- 9. Performance Security 78
- 10. Non-waiver 78
- 11. Language 78
- 12. Eligibility 79
- 13. Notices 79
- 14. Fraud and Corruption 79
- 15. Records, inspections and audit..... 79
- 16. Confidential Information 80
- 17. Governing Law 80
- 18. Change to the Framework Agreement 80
- 19. Termination of the Framework Agreement 80
- 20. Consequence of expiry or termination 81
- 21. Dispute resolution in relation to this Framework Agreement..... 81
- 22. Provisions that remain in force 81

Section B

Framework Agreement Standard Provisions

1. FA Holder's appointment

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

2. FA Holder's obligations

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

3. No obligation, expectation or exclusivity

- a. The FA Holder acknowledges that:
 - (i) There is no obligation on the Procuring Agency or Purchaser(s) to purchase any Goods from the FA Holder during the Term of this Framework Agreement.
 - (ii) No undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency in respect of the total quantities or value of the Goods that may be ordered by it under this Framework Agreement. The FA Holder acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation.
 - (iii) In entering this Framework Agreement, no form of exclusivity has been granted by the Procuring Agency to the FA Holder. The Purchaser is, at all times, entitled to enter into other contracts and agreements with other FA Holders for the provision of any or all goods which are the same as or similar to the Goods and any Related Services, described in Schedule 1.

4. Term

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

5. Representative

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

6. Contract Price

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

7. Conflict of interest

- a. The FA Holder shall take appropriate steps to ensure that the FA Holder, including its employees and subcontractors, is not placed in a position where, in the reasonable opinion of the Procuring Agency or Purchaser, there is, or may be, an actual conflict, or a potential conflict, between the pecuniary or personal interests of the FA Holder, or its employees and subcontractors, and the duties owed to the Procuring Agency and Purchaser under the provisions of this Framework Agreement. The FA Holder will disclose to the Procuring Agency and Purchaser full particulars of any such conflict of interest which may arise.

8. Relationship between the Parties

- a. Each of the Parties is independent of the other and nothing contained in this Framework Agreement shall be construed to imply that there is any relationship between the Parties of partnership, or of principal/agent, or of employer/employee. There is no contractual relationship between the Parties, unless and until, a Call-off Contract is signed by both Parties. Accordingly, neither of the Parties shall have any

right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Framework Agreement.

9. Performance Security

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

10. Non-waiver

- a. Subject to paragraph 10.b of this Section, below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any provision of this Framework Agreement or any of the terms and conditions of a Call-off Contract, or the granting of time by either Party to the other, shall prejudice, affect, or restrict the rights of that Party under this Framework Agreement or a Call-off Contract. Neither shall any waiver, by either Party, of any breach of this Framework Agreement or any Call-off Contract, operate as waiver of any subsequent or continuing breach of this Framework Agreement or any Call-off Contract.
- b. Any waiver of a Party's rights, powers, or remedies under this Framework Agreement or any Call-off Contract must be In Writing, dated, and signed by the authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

11. Language

- a. This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procuring Agency/Purchaser and FA Holder/Supplier, shall be written in the language specified in the Framework Agreement, Section A. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of this Framework Agreement, and any Call-off Contract, this translation shall govern.

- b. The FA Holder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

12. Eligibility

- a. The FA Holder/Supplier and its subcontractors shall have the nationality of an eligible country. A FA Holder/Supplier or subcontractor, shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- b. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- c. If applicable, in-eligible Countries are listed in the Framework Agreement, Section A.
- d. To continue to be eligible under this Framework Agreement the FA Holder must not have been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework as described in Section B, Framework Agreement Standard Provisions. Where the FA Holder/Supplier has been so sanctioned it will be ineligible for the duration of the period of time as the Bank shall have determined.

13. Notices

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

14. Fraud and Corruption

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

15. Records, inspections and audit

- a. The FA Holder shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant communications, time changes and costs.

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

16. Confidential Information

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

17. Governing Law

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

18. Change to the Framework Agreement

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

19. Termination of the Framework Agreement

- a. The Procuring Agency may terminate this Framework Agreement immediately, by notice in Writing to the FA Holder, if:
 - i. in the judgment of the Procuring Agency, the FA Holder has engaged in Fraud and/or Corruption, as described in the World Bank Group's Sanctions Framework, and set out in the Appendix to Schedule 4, Call-off Contract General Conditions of Contract, has been sanctioned by the Bank in relation to Fraud and Corruption, or
 - ii. during the Term of the Framework Agreement, the FA Holder (including any subcontractor), Goods and/or Related Services become in-eligible, in breach of paragraph 13 of this Section, or

- iii. the FA Holder purports to assign, sub-contract, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, in breach of paragraph 2 of this Section, or
 - iv. the FA Holder becomes bankrupt or otherwise insolvent.
 - v. the FA Holder fails to adhere to the FA provision that in the Secondary Procurement process, the FA Holder cannot quote more than the price quoted by it during the Primary Procurement Process with the appropriate price adjustment applied.
 - vi. the FA Holder is in breach of Call-off Contracts issued under FA
- b. The Procuring Agency may terminate this Framework Agreement, in whole or in part, by notice in writing sent to the FA Holder, at any time, for its convenience.
 - c. A notice of termination under sub-paragraphs 19.a and 19.b shall specify the grounds for the termination and the date upon which the termination becomes effective.

20. Consequence of expiry or termination

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

21. Dispute resolution in relation to this Framework Agreement

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

22. Provisions that remain in force

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

Section C: Framework Agreement

Definitions

[the text in this Section must not be modified by the Procuring Agency. Any changes to definitions or interpretation must be recorded at the end of Section A: Specific Provisions]

<p>In this Framework Agreement the following defined terms shall have the following meanings, other than in relation to a Call-off Contract. The definitions and interpretations that apply to a Call-off Contract are set out in the Framework Agreement, Schedule 4 (GCC).</p>	
Bank	IBRD and/or IDA, whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.
Business Day	A Business Day is any day that is an official working day of the Procuring Agency. It excludes the Procuring Agency's official public holidays.
Call-off Contract	A contract awarded under this Framework Agreement, and entered into between the Purchaser and Supplier, for the supply of Goods, and any Related Services.
Call-off Contract General Conditions of Contract (GCC)	The Call-off Contract terms and conditions for supply of the Goods, as set out in the Framework Agreement, Schedule 4, forming part of a Call-off Contract. These conditions may be supplemented by the Call-off Contract Special Conditions of Contract, as set out in the Call-off Contract and any Variations to the Framework Agreement or Amendments or Change Orders to the Call-off Contract.
Call-off Contract Special Conditions of Contract (SCC)	The specific terms and conditions that apply to an individual Call-off Contract, as described in the Call-off Contract as Special Conditions of Contract. These Special Conditions supplement and/or modify the Call-off Contract General Conditions of Contract as set out in the Framework Agreement, Schedule 4.
Closed Panel	Where there can be no new firms awarded a Framework Agreement during the Term of the Framework Agreement.
Commencement Date	Means the date this Framework Agreement is signed by both the parties, being the commencement of the Term.
Confidential Information	Information, data and material which is commercially sensitive or confidential to either Party, and which either Party may receive or obtain in connection with the conclusion and/or operation of this Framework Agreement.
Contract Price	The price that is payable to the Supplier by a Purchaser under any Call-off Contract for the full and proper performance by the Supplier of its obligations under such contract. The Contract Price is calculated in accordance with the Standard and Specific provisions of the Framework Agreement, Provision 6.

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

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

SCHEDULE 1: Schedule of Requirements

[insert the description of the Goods, requirements and technical specifications e.g.:]

Contents

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

SCHEDULE 2: Price Schedules

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

Contents

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

SCHEDULE 3: Secondary Procurement (Not Used)

1. Secondary Procurement method(s)

*[Note 1: The Purchaser **must** set out the procedure(s) and award criteria (Secondary Procurement method) that will apply to the selection of a Supplier in order to award a Call-off Contract. The Secondary Procurement method(s) to be described in this Schedule must be consistent with the Secondary Procurement method(s) set out in the Request for Bids which established the Framework Agreement.*

*Note 2: **Ceiling on Value of Call-off Contracts:** the total value of Call-off contracts against the Framework Agreement(s) shall not exceed Rs [insert an amount not exceeding 1.5 times the estimated value of Call-off contracts against the FA(s) unless the duration of the framework agreement is extended under ITB 1.2(u)]*

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

1. Secondary Procurement method(s)	<p>1.1 The Secondary Procurement method that applies to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is:</p> <ul style="list-style-type: none"> a. <i>Competitive quotes under Mini Competition</i>
2. Competitive Quotes	<p><u>Secondary Procurement: Competitive Quotes</u></p> <p>2.1 <i>The Purchaser will prepare an Invitation to Quote (ITQ) and invite all eligible Suppliers holding a Framework Agreement to submit competitive quotes. This process is called 'mini-competition'. The ITQ will identify:</i></p> <ul style="list-style-type: none"> a. <i>the Goods, and any Related Services, to be delivered</i> b. <i>delivery location(s)</i> c. <i>delivery date(s) or schedule</i> d. <i>quantity</i> e. <i>the award criteria, e.g.:</i> <ul style="list-style-type: none"> <i>The Purchaser shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:</i> <ul style="list-style-type: none"> i. <i>substantially responsive to the ITQ; and</i> ii. <i>the lowest evaluated cost not exceeding the adjusted base price in the Framework Agreement;</i> f. <i>deadline for submission of quotes;</i> g. <i>reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase</i> h. <i>any other relevant information.</i> <p>2.2 <i>Suppliers may not quote a price that is greater than the price stated in the Framework Agreement, Schedule 2, as adjusted by the agreed</i></p>

	<p><i>price adjustment formula, if applicable.</i></p> <p>2.3 <i>A Supplier may quote discounts for bulk purchases that may be awarded in call-off contract.</i></p> <p>2.4 <i>The Purchaser shall evaluate the quotes and identify the lowest price conforming quote not exceeding the adjusted base price in the Framework Agreement, for award of the Call-off Contract.</i></p>
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2. Procedure for awarding a Call-off Contract

[Describe the procedure that applies to awarding a Call-off Contract e.g.]

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