

**Procurement of Goods
Under Closed Framework Agreement
(Single Stage)**

IFP No. IN-BRLPS-1656-GO-RFQ

**State Project Management Unit,
Bihar Rural Livelihoods Promotion Society,
Annex-II, Vidyut Bhawan, Bailey Road, Patna**

Country: India

Project: Bihar Transformative Development Project

**INVITATION FOR PROPOSALS (IFP) FOR PRINTING & SUPPLY OF SHG BOOKS OF RECORDS
UNDER FRAMEWORK AGREEMENT**

IFP REFERENCE : IN-BRLPS-1656-GO-RFQ

DATE OF COMMENCEMENT OF
ISSUANCE OF DOCUMENT FOR
SETTING-UP FRAMEWORK
AGREEMENT : 06-10-2016

DATE OF PRE-PROPOSAL MEETING : 24-10-2016 at 1500 Hrs.

LAST DATE OF ISSUANCE OF
DOCUMENT FOR SETTING-UP
FRAMEWORK AGREEMENT : 08-11-2016 till 1400 Hrs.

LAST DATE AND TIME FOR
RECEIPT OF PROPOSAL : 08-11-2016 TILL 1500 Hrs.

TIME AND DATE OF OPENING
OF PROPOSALS : 08-11-2016 AT 1530 Hrs.

PLACE OF OPENING OF PROPOSALS : State Project Management Unit
Annexe-II, Vidyut Bhawan,
Bailey Road,
Patna-800 021.

ADDRESS FOR COMMUNICATION : State Project Management Unit
Annexe-II, Vidyut Bhawan,
Bailey Road,
Patna-800 021.

INVITATION FOR PROPOSALS

Invitation for Proposals (IFP)

India

Bihar Rural Livelihoods Promotion Society

Project ID: 5867-IN

IFP title: Printing and Supply of SHG Books of Records

IFP number: IN-BRLPS-1656-GO-RFQ

1. The Government of Bihar [GoB] has received a credit from the International Development Association toward the cost of Bihar Transformative Development Project, and intends to apply part of the proceeds of this credit to payments for the Purchase Orders to be issued under the Framework Agreements to be set up through this IFP.
2. The State Project Management Unit, Bihar Rural Livelihoods Promotion Society now invites sealed Proposals from eligible printers and suppliers for setting up the Framework Agreements (FA) for printing and supply of SHG Books of Records. The printers and suppliers 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. Framework Agreements will be signed with all the suppliers 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. The Framework Agreement shall be valid for a period of 3 years from the date of signing of the Agreement.
5. Competition will be conducted through the Framework Agreement Procedures and is open to all Proposers from eligible source countries as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
6. Interested eligible Proposers may obtain further information from State Project Management Unit, Bihar Rural Livelihoods Promotion Society, Vidyut Bhawan, Bailey Road, Patna, India and inspect the documents for setting up framework agreement at the address given below from 1000 to 1700 hrs. A pre-proposal meeting will be held on 24.10.2016 at 1500 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 meeting:

7. 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.brlp.in. free of cost. Proposer would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated in the document while preparing and submitting Proposals.
8. Proposals must be delivered to the address below at or before 08.11.2016, 15.00 Hrs. Electronic submission will not be permitted. All Proposals must be accompanied by a proposal security as specified in the documents for setting up framework agreement. Late Proposals will be rejected. Proposals will be opened in the presence of the Proposers' representatives who choose to attend at the address below.
9. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of Proposals and opening will be the following day at the appointed times.

State Project Management Unit
Bihar Rural Livelihoods Promotion Society
1st Floor, Annexe-II,
Vidyut Bhawan, Bailey Road, Patna – 800 021
Telephone number: 91 612 2504980,
Facsimile: 91 612 2504960
Email: dr_santosh@brlp.in, info@brlp.in

SECTION I. INSTRUCTIONS TO PROPOSERS

Instructions to Proposers (ITP)

A. INTRODUCTION

- 1. Scope of Proposals**
- 1.1 State Project Management Unit, Bihar Rural Livelihoods Promotion Society, 1st Floor, Annexe-II, Vidyut Bhawan, Bailey Road, Patna – 800 021 (hereinafter called the Purchaser), invites Proposals for setting up framework agreement for the supply of Goods (as described in the Schedule of Requirements).
- 1.2 Throughout these documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.
- 2. Source of Funds**
- 2.1 The Government of Bihar [GOB] has received a credit from the International Development Association toward the cost of Bihar Transformative Development Project. The Borrower intends to apply a part of the proceeds of this loan to eligible payments under the Purchase Orders under Framework Agreements for which these documents are issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Loan 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, to the knowledge of the Bank, is prohibited by a 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 Agreement or have any claim to the loan proceeds.
- 3. Fraud and Corruption**
- 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), proposer, bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, 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 ;

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- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 6 of the Framework Agreement.
 - (b) will reject a Proposal for award if it determines that the proposer or bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with prevailing Bank’s sanctions procedures , including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant,

supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract;

- 3.2 Furthermore, Proposers shall be aware of the provision stated in Clause 25(c) of the Framework Agreement.
- 3.3 In pursuance of the policy defined in ITP Sub-Clause 3.1, the Bank will cancel the portion of the loan allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

4. Eligibility

- 4.1 Except as provided in ITP Sub-Clauses 4.2 and 4.3, this Competition process is open to all firms from eligible source countries, as defined in World Bank's "Guidelines: Procurement of goods, works and non-consulting services under IBRD loans and IDA credits & grants by World Bank borrowers" dated January 2011, (revised July 2014) (called "Procurement Guidelines" in this document).

The Bank maintains a list of countries from which Bidders, Proposers, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center (PIC) of the World Bank. Joint ventures including members from ineligible source countries or including ineligible firms shall not be permitted to bid.

- 4.2 Firms of a member country may be excluded from bidding if:
- (a) either: (i) as a matter of law or official regulation, 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 the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
- (b) a firm (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm) has been engaged by (i) the Borrower or (ii) the Purchaser or (iii) State Project Management Unit that has been duly authorized to act on behalf of the Borrower or Purchaser to provide consulting services for the

preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.

- (c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower or Purchaser under a Bank-financed project shall be permitted to bid or submit a Proposal for the procurement of Goods under the project.

4.3 A firm declared ineligible by the Bank in accordance with ITP Sub-Clause 3.1 (c) shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank.

4.4 Pursuant to ITP Sub-Clause 14.1, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser's satisfaction, the Proposer's eligibility to participate in Bank financed procurement process.

4.5 Proposers shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

5. Eligible Goods and Services

5.1 Funds from Bank loans are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from, eligible source countries as defined in the *Procurement Guidelines*. The Bank maintains a list of countries from which Proposers, Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the World Bank. Goods are produced in a Bank member country when they are mined, grown, or manufactured in the territory of that country. Goods produced or Services supplied from a Bank member country may be excluded if that member country is subject to the conditions specified in ITP Sub-Clause 4.2 (a) (i) or (ii).

5.2 For purposes of this clause, the nationality of the bidder or Proposer is distinct from the country from where the Goods and Services are supplied.

5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Proposals and (b) the term "Services" includes related services such as transportation, insurance, commissioning, and training.

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- 6. Documents Establishing Eligibility of Goods and Services and Conformity to Documents for setting up Framework Agreement**
- 6.1 Pursuant to ITP Clause 14, the Proposer shall furnish, as part of its Proposal, documents establishing, to the Purchaser's satisfaction, the eligibility of the Goods and services to be supplied under the Framework Agreement.
- 6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Proposal of the country of origin of the Goods and Services offered.
- 6.3 The documentary evidence of conformity of the goods and services to the document for setting up framework agreement may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- 6.4 Wherever applicable, the Goods to be supplied under the Framework Agreement shall be registered (if applicable) with the relevant authority in India. A Proposer who has already registered its Goods by the time of submission of Proposal should submit a copy of the Registration Certificate with its Proposal. Otherwise, the successful Proposer, by the time of signing of Framework Agreement, shall submit to the Purchaser a copy of the Registration Certificate of the Goods for use in India.
- 6.5 For purposes of the commentary to be furnished pursuant to ITP Clause 6.3 (b) above, the Proposer shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Proposer may substitute alternative standards, brand names, and/or catalog numbers in its Proposal, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 7. Documents Establishing Qualifications of the Proposer**
- 7.1 The Proposer shall provide documentary evidence to establish to the Purchaser's satisfaction that:
- (a) the Proposer has the financial, technical, and production capability necessary to perform the Framework

Agreement, meets the qualification criteria specified in the **Section II**, and has a successful performance history in accordance with criteria specified in the **Section II**.

- (b) in the case of a Proposer offering to supply Goods, that the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in India (as per Manufacturer's Authorization Form in Section VII);
- (c) in the case of a Proposer who is not doing business within India (or for other reasons will not itself carry out service/maintenance obligations), the Proposer is or will be (if awarded the Contract) represented by a local service/maintenance provider in India equipped and able to carry out the Proposer's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) the Proposer meets the qualification criteria listed in the **Section II**.

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|---|---------------------------------|---|------------|---------------------------------|-------------|----------------------------|-------------|--------------------|-------------|-----------------------------|------------|------------------------|-------------|--------------------------|--------------|--------------|
| 8. One Proposal per Proposer | 8.1 | A firm shall submit only one Proposal either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one Proposal will cause all the Proposals with the firm's participation to be disqualified. | | | | | | | | | | | | | | |
| 9. Cost of preparation and submission of Proposals | 9.1 | The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the competition process. | | | | | | | | | | | | | | |
| 10. Content of Document for setting up Framework Agreement | 10.1 | The Documents for setting up Framework Agreement are those stated below and should be read in conjunction with any addendum issued in accordance with ITP Clause 12. | | | | | | | | | | | | | | |
| | | <table border="0" style="margin-left: 40px;"> <tr> <td>Section I.</td> <td>Instructions to Proposers (ITP)</td> </tr> <tr> <td>Section II.</td> <td>Qualification Requirements</td> </tr> <tr> <td>Section III</td> <td>Eligible Countries</td> </tr> <tr> <td>Section IV.</td> <td>Form of Framework Agreement</td> </tr> <tr> <td>Section V.</td> <td>Form of Purchase Order</td> </tr> <tr> <td>Section VI.</td> <td>Technical Specifications</td> </tr> <tr> <td>Section VII.</td> <td>Sample Forms</td> </tr> </table> | Section I. | Instructions to Proposers (ITP) | Section II. | Qualification Requirements | Section III | Eligible Countries | Section IV. | Form of Framework Agreement | Section V. | Form of Purchase Order | Section VI. | Technical Specifications | Section VII. | Sample Forms |
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| Section VI. | Technical Specifications | | | | | | | | | | | | | | | |
| Section VII. | Sample Forms | | | | | | | | | | | | | | | |

10.2 The “Invitation for Proposals” does not form part of the Document for setting up Framework Agreement and is included as a reference only. In case of discrepancies between the Invitation for Proposals and the Document for setting up Framework Agreement listed in 10.1 above, said Document for setting up Framework Agreement will take precedence.

11. Clarification of Document for setting up Framework Agreement

11.1 A prospective Proposer requiring any clarification of the Document for setting up Framework Agreement shall contact the Purchaser in writing at the Purchaser’s address State Project Management Unit, Bihar Rural Livelihoods Promotion Society, 1st Floor, Annexe-II, Vidyut Bhawan, Bailey Road, Patna – 800 021, Telephone number: 91-612-2504980, Facsimile: 91-612-2504960, Email: (dr_santosh@brlp.in, info@brlp.in). The Purchaser will respond in writing to any request for clarification received no later than fourteen (14) calendar days prior to the deadline of submission of Proposals. Copies of the Purchaser’s response shall be published in the official website of BRLPS including a description of the inquiry but without identifying its source.

11.2 A pre-proposal meeting will be held on 24.10.2016, 1500 Hrs. at the address given in sub-clause 11.1 above 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 meeting.

12. Amendment of Document for setting up Framework Agreement

12.1 At any time prior to the deadline for submission of Proposals, the Purchaser may amend the Document for setting up Framework Agreement by issuing Addenda.

12.2 Any addendum thus issued shall be part of the Document for setting up Framework Agreement pursuant to ITP Sub-Clause 10.1 and shall be communicated in writing to all purchasers of the Document for setting up Framework Agreement and will be binding on them. Proposers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Proposer in its Proposal. The addendum will also be uploaded on the website www.brlp.in. Proposers would be solely responsible for ensuring that any subsequent addenda issued thereafter and available in website is also downloaded / incorporated while preparing and submitting Proposals.

12.3 To give prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, the Purchaser shall extend, at its discretion, the deadline for submission of Proposals, in which case, the Purchaser will notify

all Proposers by cable confirmed in writing of the extended deadline.

13. Language of Proposal

- 13.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Proposer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Proposer may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

14. Documents Constituting the Proposal

- 14.1 The Proposal submitted by the Proposer shall comprise the following:
- (a) duly filled-in Form of Proposal, in accordance with the forms indicated in Section VII;
 - (b) original form of proposal security in accordance with the provisions of ITP Sub-Clause 19 (Proposal Security);
 - (c) written power of attorney authorizing the signatory of the Proposal to commit the Proposer;
 - (d) the documentary evidence in accordance with ITP Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Proposer's eligibility to submit Proposal including but not limited to documentary evidence that the Proposer is legally incorporated in a territory of an eligible source country as defined under ITP Clause 4;
 - (e) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 6 that the Goods and ancillary services to be supplied by the Proposer are eligible Goods and Services, pursuant to ITP Clause 5, and that they conform to the Document for setting up Framework Agreement;
 - (f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITP Clause 7 that the Proposer is qualified to perform the Contract if its Proposal is accepted.; and
 - (h) The manufacturers' authorization form in Form 4 of Section VII.

15. Proposal Form

- 15.1 The Proposer shall complete the Proposal Form and other forms furnished in the Document for setting up Framework Agreement, indicating the Goods to be supplied, a brief description of the

Goods, their country of origin, etc.

- 16. Period of Validity of Proposals**
- 16.1 Proposals shall remain valid for the period 120 days after the date of proposal submission specified in ITP Clause 21. A Proposal valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original proposal validity period, the Purchaser may request that the Proposers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Proposer may refuse the request without forfeiting its proposal security. A Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to extend the validity of its proposal security for the period of the extension.
- 17. Proposal Security**
- 17.1 The Proposer shall furnish, as part of its Proposal, a proposal security in the amount stipulated in the Annexure A of **Section IV** in Indian Rupees.
- 17.2 **The proposal security shall remain valid for a period of 60 days beyond the validity period for the Proposal as 16.1 above.**
- 17.3 The proposal security shall be denominated in Indian Rupees, and shall be in the following forms:
- (a) a bank guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form of proposal security included in Section VII.
- 17.4 Any Proposal not accompanied by an acceptable proposal security shall be rejected by the Purchaser as non-responsive. The proposal security of a joint venture must be in the name of the joint venture submitting the Proposal.
- 17.5 The proposal securities of unsuccessful Proposers will be returned as promptly as possible, but not later than 60 days after the expiration of the period of proposal validity.
- 17.6 The proposal security of the successful Proposer will be returned when the Proposer has signed the Agreement and furnished the required performance security.
- 17.7 The proposal security may be forfeited
- (a) if the Proposer withdraws its Proposal, except as provided

in ITP Sub-Clauses 16.2 and 23.3; or

- (b) in the case of a successful Proposer, if the Proposer fails within the specified time limit to:
 - (i) sign the framework agreement, or
 - (ii) furnish the required performance security.

18. Alternative Proposals by Proposers

18.1 Alternative Proposals shall not be accepted.

19. Format and Signing of Proposal

19.1 The Proposer shall prepare one original and one copy of the Proposal, clearly marking each one as “**ORIGINAL PROPOSAL**” and “**COPY OF PROPOSAL**,” as appropriate. In the event of any discrepancy between them, the original shall govern.

19.2 The original and all copies of the Proposal, each consisting of the documents listed in ITP Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITP Sub-Clause 14.1 (d) shall accompany the Proposal.

21.3 Any interlineation, erasures, or overwriting to correct errors made by the Proposer should be initialed by the person or persons signing the Proposal.

21.4 The Proposer shall furnish in the Proposal Form (a sample of which is provided in the Sample Forms Section of this document) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this Proposal and to the execution of the Agreement/Purchase Order if the Proposer is awarded the Agreement/Purchase Order.

20. Sealing and Marking of Proposals

20.1 The Proposer shall enclose the original and 1 copies of the Proposal, in separate sealed envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**.” The envelopes containing the original and copies shall then be enclosed in another envelope.

20.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Proposer;

- (b) be addressed to the Purchaser at the address below:
Chief Executive Officer-cum-Mission Director, State Project Management Unit, Bihar Rural Livelihoods Promotion Society, 1st Floor, Annex-II, Vidyut Bhawan, Bailey Road, Patna – 800 021, Bihar, India .
- (c) bear the specific identification of this Competition process e.g. **Proposal for setting up Framework Agreement, IFP No. IN-BRLPS-1656-GO-RFQ** ; and
- (d) bear a statement “DO NOT OPEN BEFORE 08.11.2016, 1530 Hrs.”

20.3 **If the outer envelope is not wax sealed and marked as required by ITP Sub-Clause 20.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Proposal.**

21. Deadline for Submission of Proposals

- 21.1 Proposals must be received by the Purchaser at the address specified in ITP Sub-Clause 20.2 (b) no later than 08.11.2016, 1500 Hrs. In the event of the specified date for the submission of Proposals being declared a holiday for the Purchaser, the Proposals will be received up to the appointed time on the next working day.
- 21.2 The Purchaser may, at its discretion, extend the deadline for the submission of Proposals by amending the document for setting up Framework Agreement in accordance with ITP Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Proposers previously subject to the deadline will thereafter be subject to the deadline as extended.

22. Late Proposals

- 22.1 Any Proposal received by the Purchaser after the deadline for submission of Proposals prescribed by the Purchaser in the ITP Clause 21 will be rejected and returned unopened to the Proposer.

23. Modification and Withdrawal of Proposals

- 23.1 The Proposer may modify or withdraw its Proposal after submission, provided that written notice of the modification, or withdrawal of the Proposals duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of Proposals. No Proposal can be modified subsequent to the deadline for submission of Proposals.
- 23.2 The Proposer’s modification shall be prepared, sealed, marked, and dispatched as follows:
 - (a) The Proposer shall provide an original and the number of copies specified ITP Sub-Clause 20.1 of any modifications

to its Proposal, clearly identified as such, in two inner envelopes duly marked "PROPOSAL MODIFICATION-ORIGINAL" and "PROPOSAL MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "PROPOSAL MODIFICATION."

- (b) Other provisions concerning the marking and dispatch of Proposal modifications shall be in accordance with ITP Sub-Clauses 20.2 and 20.3.

23.3 A Proposer wishing to withdraw its Proposal shall notify the Purchaser in writing prior to the deadline prescribed for Proposal submission. A withdrawal notice shall be received prior to the deadline for submission of Proposals. The notice of withdrawal shall:

- (a) be addressed to the Purchaser at the address named in the **ITP Sub-Clause 20.2(b)**,
- (b) bear the specific identification of the IFP title and IFP number, and the words "PROPOSAL WITHDRAWAL NOTICE," and
- (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the Proposal.

23.4 Proposals requested to be withdrawn in accordance with ITP Sub-Clause 23.3, shall be returned unopened to the Proposers.

23.5 No Proposal may be withdrawn after the Proposal submission deadline. Withdrawal of a Proposal after proposal submission deadline may result in the forfeiture of the Proposer's proposal security, pursuant to ITP Sub-Clause 17.7.

24. Proposal Opening

24.1 The Purchaser will open all Proposals, including withdrawal notices and modifications, in public, in the presence of Proposers' representatives who choose to attend, at BRLPS, PATNA on 08.11.2016 at 1530 hours, and at the place specified in the ITP Sub-Clause **20.2(b)**. Proposers' representatives shall sign a register as proof of their attendance. In the event of the specified date of the proposal opening being declared a holiday for the Purchaser, the Proposals shall be opened at the appointed time and location on the next working day.

24.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding Proposal shall not be opened but returned to the Proposer. No Proposal withdrawal notice

shall be permitted unless the corresponding withdrawal notice is read out at proposal opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding Proposal.

- 24.3 Proposals shall be opened one at a time, reading out: the name of the Proposer and whether there is a modification;; the presence or absence of a proposal security; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No Proposal shall be rejected at proposal opening except for late proposals pursuant to Sub-Clause 22.1.
- 24.4 Proposals (and modifications sent pursuant to ITP Sub-Clause 23.2) that are not opened and read out at proposal opening shall not be considered further for evaluation, irrespective of the circumstances.
- 24.5 The Purchaser will prepare minutes of the proposal opening at the end of the opening session, including, as a minimum: the name of the Proposer and whether there was a withdrawal or modification; the presence or absence of a proposal security; the presence or absence of requisite powers of attorney.

The Proposer's representatives who are present shall be requested to sign the minutes. The omission of a Proposer's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Proposers who request them.

- 25. Clarification of Proposals**
- 25.1 During evaluation of the Proposals, the Purchaser may, at its discretion, ask the Proposer for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.
- 26. Confidentiality**
- 26.1 Information relating to the examination, clarification, evaluation, and comparison of Proposals, and recommendations for the award of a Contract shall not be disclosed to Proposers or any other persons not officially concerned with such process until the notification of Contract award is made to all Proposers.
- 26.2 Any effort by the Proposer to influence the Purchaser in the Purchaser's proposal evaluation, proposal comparison, or contract award decisions may result in the rejection of the Proposer's Proposal.
- 26.3 From the time of proposal opening to the time of Contract award, if any Proposer wishes to contact the Purchaser on any matter related to its Proposal, it should do so in writing.

-
- 27. Examination of Proposals and Determination of Responsiveness**
- 27.1 The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order.
- 27.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a Proposal that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Proposer.
- 27.3 Prior to the detailed evaluation, pursuant to ITP Clause 28, the Purchaser will determine whether each Proposal is of acceptable quality, is complete, and is substantially responsive to the document for setting up framework agreement. For purposes of this determination, a substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the document for setting up framework agreement without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the document for setting up framework agreement, the Purchaser's rights or the successful Proposer's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Proposers who have submitted substantially responsive Proposals.
- 27.4 If a Proposal is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the nonconformity. The Purchaser's determination of a Proposal's responsiveness is to be based on the contents of the Proposal itself without recourse to extrinsic evidence.
- 28. Evaluation of Proposals**
- 28.1 The Purchaser will determine to its satisfaction whether the Proposers that are selected as having submitted the responsive Proposals are qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITP Sub-Clause 7.1 read with **Section II**.
- 28.2 The determination will evaluate the Proposer's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Proposer's qualifications submitted by the Proposer, pursuant to ITP Sub-Clause 7.1, as well as other information the Purchaser deems

necessary and appropriate. The Purchase will also determine whether the products offered by the Proposer meet the technical specifications given in Section VI.

28.3 An affirmative postqualification determination will be a prerequisite for award of the framework agreement to the Proposer, who also quote lowest evaluated price. A negative determination will result in rejection of the Proposer's Proposal. Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail

29. Award Criteria

29.1 The Purchaser will award the Framework Agreements to the Proposers whose Proposals have been determined to be substantially responsive and who have quoted lowest evaluated price, provided further that the Proposers are determined to be qualified to perform the Contract satisfactorily, pursuant to ITP Clause 28.

30. Purchaser's Right to Accept Any Proposal and to Reject Any or All Proposals

30.1 The Purchaser reserves the right to accept or reject any Proposal, or to annul the competition and reject all Proposals at any time prior to Framework Agreement award, without thereby incurring any liability to the affected Proposer or Proposers.

31. Notification of Award

31.1 Prior to the expiration of the period of proposal validity, the Purchaser will notify the successful Proposers in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letters, that their Proposals have been accepted.

31.2 The notification of award will constitute the formation of the framework agreement.

31.3 Upon the successful Proposers furnishing of the signed Framework Agreement and performance security pursuant to ITP Clause 33, the Purchaser will promptly notify each unsuccessful Proposer and will discharge its proposal security, pursuant to ITP Clause 17.

31.4 If, after notification of award, a Proposer wishes to ascertain the grounds on which its Proposal was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Proposer.

32. Signing of

32.1 Promptly after the Purchaser notifies the successful Proposers that

Framework Agreement

their Proposals have been accepted, the Purchaser will send the Proposers the Form for setting up the framework agreements provided in the document for setting up framework agreement, incorporating all agreements between the parties.

32.2 Within twenty-one (21) days of receipt of the Form for setting up the framework agreement, the successful Proposers shall sign and date the Form and return it to the Purchaser.

33. Performance Security

33.1 Within twenty-one (21) days of the receipt of notification of award from the Purchaser, the successful Proposers shall furnish the performance security in accordance with the Conditions of Framework Agreement, using the Performance Security Form provided in Section VII of the document for setting up framework agreement, or in another form acceptable to the Purchaser.

33.2 Failure of the successful Proposer to comply with the requirement of ITP Clause 32 or ITP Sub-Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposal security.

34. Award of Purchase Orders

34.1 State Project Management Unit will issue the Purchase Orders directly to the Suppliers during the validity of Framework Agreement indicating details like quantity, delivery location, delivery schedule etc.

SECTION II. QUALIFICATION REQUIREMENTS (REF: ITP 7.1 (A))

The Proposer should submit documentary evidence on its qualifications to perform the Contract if its proposal is accepted as detailed below:

- (i) that, in the case of a Proposer offering to supply Goods under the Contract which the Proposer manufactures or otherwise produces, that the Proposer:
- (a) is incorporated in the country of manufacture of the Goods;
 - (b) has manufactured and marketed the books/periodicals or similar printed items during the last five years (2012, 2013, 2014, 2015 and 2016). 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:

Sl No.	Schedules	SINGLE WORK ORDER REQUIRED FOR THE VALUE (IN LAKH)
1	Schedule-I (Transaction Book)	80.00
2	Schedule-II (Saving Cum Loan Ledger)	80.00
3	Schedule-III (Minute Books)	35.00
4	Schedule-IV (Pass Book)	72.00
<p>NOTE: If any bidder intends to quote for more than one schedule, they can add the required single order requirement and submit supporting purchase order photocopy either in a single order or multiple orders. But in no case, two purchase orders should be used to fulfil the requirement of a schedule</p>		

..

- (c) provides the evidence that it has the financial capability necessary to perform the contract and that it has generated an average annual turnover of at least the value mentioned in the table below during the last three years (2013-14, 2014-15 and 2015-16):

Sl No.	Item	Minimum required average annual turnover for the last 3 years (Rs in lakhs)
1	Schedule-I (Transaction Book)	256.00
2	Schedule-II (Saving Cum Loan Ledger)	256.00
3	Schedule-III (Minute Books)	112.00
4	Schedule-IV (Pass Book)	230.00
<p>NOTE: IF ANY BIDDER INTENDS TO QUOTE FOR MORE THAN ONE SCHEDULE, THEY CAN ADD THE REQUIRED TURNOVER OF THOSE LOTS FOR QUALIFYING.</p>		

- (ii) In case the Proposer or the manufacturer whose product is offered by the Proposer fails to fully meet any of these criteria, it will be qualified only for those items for which the Proposer meets the above requirement.
- (iii) that, in the case of a Proposer offering to supply Goods under the Agreement that the Proposer does not manufacture or otherwise produce, the Proposer has been duly authorized by a manufacturer of the Goods that meets the above criteria, to supply the Goods in India, as per authorization Form 4 in Section VII; and
- (iv) The Proposer shall also furnish the following documents along with his Proposal:
 - (a) signed and stamped copies of its audited financial statements for the past three financial (2013-14, 2014-15 and 2015-16);
 - (b) list of at least five contracts for printing and supply conducted within the last five years (2012, 2013, 2014, 2015 and 2016) as per Form 5 in Section VII.
 - (c) Proof of Registered supplier –self certified CST and/or VAT registration

**SECTION III. ELIGIBILITY FOR THE PROVISION OF GOODS,
WORKS, AND SERVICES IN BANK-FINANCED PROCUREMENT**

Public Information Center¹

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

As of 29 March 2012

1. In accordance with Para 1.8 of the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014), the Bank permits firms and individuals from all countries to offer goods, work and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, 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 the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and Proposers, at the present time firms, goods and services from the following countries are excluded from this bidding¹:
 - (a) With reference to paragraph 1.8 (a) (i) of the Guidelines: **None**
 - (b) With reference to paragraph 1.8 (a) (ii) of the Guidelines: **None**

¹ Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, the World Bank.

SECTION IV. FRAMEWORK AGREEMENT

Form of Framework Agreement

THIS Agreement (“Agreement”) is entered into this *[insert starting date]*, by and between State Project Management Unit, Bihar Rural Livelihoods Promotion Society, 1st Floor, Annex-II, Vidyut Bhawan, Bailey Road, Patna – 800 021, (“the Purchaser”) having its principal place of business at Patna, Bihar, India 800 021, and *[insert Supplier’s name]* (“the Supplier”) having its principal office located at *[insert Supplier’s address]*.

This Agreement is a binding contract but imposes no obligation on the Purchaser to purchase the estimated or any quantity from the Supplier.

WHEREAS, the Purchaser wishes to have the Supplier supply the Goods hereinafter referred to, and

WHEREAS, the Supplier is willing to supply these Goods,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Scope** The Purchaser has entered into Framework Agreements with the Supplier in order to allow State Project Management Unit to award Purchase Order under the Framework Agreement. The Supplier shall supply the Goods specified in Annex A (“Schedule of Requirements,” which is made an integral part of this Agreement) as and when State Project Management Unit issue the Purchase Orders (in the format specified at Section V) specifying the details of Goods to be delivered along with the delivery schedule and consignee’s address.
- 2. Term** This framework agreement shall be valid for a period of 3 years during the period commencing *[insert starting date]* and continuing through *[insert completion date]*.
- 3. Country of Origin** All Goods and Services supplied under this Agreement shall have their origin in the countries and territories eligible under the rules of the World Bank (“the Bank”).
- 4. Standards** The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin.
- 5. Use of Documents and Information** The Supplier shall not, without the Purchaser’s prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Agreement.
- 6. Inspection and Audit by the Bank** The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier’s Offices and/or the accounts and records of the Supplier and its sub-contractors, agents, personnel, consultants, service providers or suppliers relating to the performance of the Agreement, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier’s attention is drawn to Clause 7, which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s

inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to Agreement termination (as well as to a determination of ineligibility under the Procurement Guidelines).

7. Fraud and Corruption

The Bank requires that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, 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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 6 above.
 - (b) will reject a Proposal for award if it determines that the bidder recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract;

8. Conflict of Interest

The Supplier declares that it (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with Supplier) has not been engaged by (i) the Borrower or (ii) the Purchaser or (iii) the State Project Management Unit (that has been duly authorized to act on behalf of the Purchaser) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in this framework agreement.

9. Registration of Goods

If required under the Applicable Law, Goods supplied under the Agreement shall be registered for use in India.

10. Patent Rights

The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

11. Performance Security

Within twenty-one (21) days of receipt of the notification of the Agreement award, the successful Proposer shall furnish to the Purchaser the performance security in the amount specified in the Annex A to this Agreement. The performance security shall be denominated in Indian Rupees, and shall be in the form of either an unconditional bank guarantee or irrevocable letter of credit issued by a nationalized/scheduled bank located in India or bank located abroad, acceptable to the Purchaser, in the format provided in the Documents for setting up framework agreement; or demand draft or a pay-order drawn in favor of the Purchaser. The performance security will be returned to the Supplier not later than thirty (30) days following the date of expiry of the Agreement and Purchase Orders issued under the Agreement, including any warranty obligations.

12. Inspections and Tests

Pre dispatch inspection (to check compliance to technical specifications defined in FA) may be carried out at supplier's site by the Purchaser or an agency appointed and paid by Purchaser for this purpose. Goods shall be dispatched only after receipt of satisfactory inspection report and

communication to this effect by the State Project Management Unit/ Inspection Agency.

- 13. Packing** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Purchase Order.
- 14. Delivery and Documents** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Purchase Orders. The shipping and/or other documents to be furnished by the Supplier are (a) two originals and two copies of the Supplier's invoice, showing Purchaser, the Agreement number, Purchase Order number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (b) two copies of delivery note showing Purchaser's name and delivery through to final destination as stated in the Purchase Order; (c) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (d) copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required) and (e) other obligations.
- 15. Insurance** The Goods supplied under the Purchase Orders to be issued under the Agreement shall be adequately insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 16. Transportation** The price indicated in Purchase Orders shall include the cost of transportation, including insurance, to the consignees indicated in the Purchase Order.
- 17. Incidental Services** Following incidental services are required, the price of which will be quoted by the Suppliers:
- (a) Annual Maintenance for the supplied Goods, for a period of 3 yrs after the expiry of warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Agreement; and
 - (b) Training of the Purchaser's personnel, at the Purchaser's site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 18. Warranty**
- (a) The Supplier warrants that the Goods supplied under this Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Agreement. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods. This warranty shall remain valid for 12 months after the Goods have been delivered to and accepted at the final destination indicated in the Purchase Order unless a different warranty period is indicated in technical specifications.
 - (b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier

shall, within the period of 48 hours and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser. If the Supplier, having been notified, fails to remedy the defect(s) within the period of 48 hours, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Agreement.

- 19. Payment** Hundred (100) percent of the Price of Goods received under each Purchase Order shall be paid by State Project Management Unit within thirty (30) days of receipt of the Goods upon submission of invoice and other documents described in Clause 14 of this Agreement.
- 20. Prices** Price quoted by the Suppliers shall be fixed and firm for the duration of this Framework Agreement and Purchase Orders, including any extensions.
- 21. Amendments** Any variation or modification to this Agreement or the Purchase Orders shall be made only by written amendment signed by the parties.
- 22. Assignment** The Supplier shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the Purchaser's prior written consent.
- 23. Delays in the Supplier's Performance** Delivery of the Goods and performance of related Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Orders. The supplier/printer has to get the proof approved before final printing within the stipulated delivery period. If at any time during performance of the Purchase Order, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase Order.
- 24. Liquidated Damages** Subject to Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Purchase Order Price, as liquidated damages, a sum equivalent to 0.5% of price of the delayed Goods or unperformed Services for each week until actual delivery or performance, subject to a maximum deduction of the 10% of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Agreement or the Purchase Order pursuant to Clause 25.
- 25. Termination for Default** The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Supplier, may terminate this Agreement in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Purchase Order, or within any extension thereof granted

by the Purchaser; or

- (b) if the Goods do not meet the Technical Specifications or registration requirement (if any) stated in the Agreement; or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 7, in competing for or in executing the Agreement; or
- (b) if the Supplier fails to perform any other obligation(s) under the Agreement.

In the event the Purchaser terminates the Agreement in whole or in part, pursuant to this Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services.

- 26. Termination for Insolvency** The Purchaser may at any time terminate the Agreement by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent.
- 27. Termination for Convenience** The Purchaser, by written notice sent to the Supplier, may terminate the Agreement or the Purchase Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Agreement or Purchase Order is terminated, and the date upon which such termination becomes effective. The Goods that are already supplied before the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Agreement and the Purchase order.
- 28. Dispute Resolution** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be Ahmedabad.
- 29. Applicable Law** The Agreement shall be interpreted in accordance with the laws of Union of India.
- 30. Notices** Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing. The Purchaser's addresses for notice purposes is:
- The Supplier's addresses for notice purposes is:
State Project Management Unit,
Bihar Rural Livelihoods Promotion Society,
1st Floor, Annex-II, Vidyut Bhawan, Bailey Road, Patna – 800 021, Bihar, India,
Telephone No. : 0612-2504980, Fax No. :0612-2504960
- 31. Taxes and Duties** The Supplier shall be entirely responsible for all taxes, duties, octroy/entry tax,

license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

FOR THE PURCHASER

FOR THE SUPPLIER

Signed by _____

Signed by _____

Title: _____

Title: _____

Annex A: Schedule of Requirements

Schedule No	Item	Unit	Estimated requirement in 1 year	Tentative Delivery Schedule	Likely consignees	Proposal Security (in lakh Rupees)	Performance Security (in lakh Rupees)	Agreed Unit price (all inclusive) (Rs.)
I	Transaction Book	No	166667	Within 2 (two) months from the date of Purchase Order/s.	Aurangabad, Banka, Bhagalpur, Munger, Rohtas, Arwal, Begusarai, Bhojpur, Buxar, Kaimur (Bhabhua), Sheohar, Gopalganj, Jamui, Nawada, Patna, Jehanabad, Lakhisarai, Saran, Sheikhpura, Siwan, Vaishali, Katihar, Kishanganj, Madhepura, Paschim Champaran, Purvi Champaran, Araria, Darbhanga, Saharsa, Samastipur, Sitamarhi & Supaul District Project Coordination Units (DPCUs)	3.0	8.0	
II	Saving Cum Loan Ledger	No	166667			3.0	8.0	
III	Minute Books	No	166667			1.0	3.0	
IV	Pass Book	No	2666667	<p>The supplier/printer has to get the proof approved before final printing within the stipulated delivery period.</p> <p>However, the period between confirmation received from the supplier about completion of work and date of quality inspection/confirmation from BRLPS to</p>		3.0	7.0	

				start the delivery will be not be considered as delay in supply.				
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Note:

- 1. Proposers may note that the required quantity and consignees indicated above are tentative only. These will be further specified in the individual Purchase Orders to be issued by the State Project Management Unit of the Project.
- 2. The delivery points are District Project Coordination Units - DPCUs as above.

SECTION V: Format of Purchase Order

Framework Agreement Ref. No.
Purchase Order Ref. No.

Dated

To

Dear Sirs,

Sub.: PURCHASE ORDER FOR SUPPLY OF _____

With reference to above Framework Agreement, which shall be fully incorporated herein, you are requested to supply the following goods and associated services subject to terms and conditions mentioned in above referred framework agreement:-

Sl No.	Item	Qty	Delivery period	Consignees	Agreed Unit Rate	Total Price
TOTAL						
L						

Unit price mentioned above is inclusive of After-sales services/extended warranty, training of the staff in operation/maintenance of equipment, all other incidental services, taxes and duties.

TOTAL PURCHASE ORDER PRICE (inclusive of all) XXXXXXXXXXXXX

Other terms and conditions are mentioned in the Framework Agreement referred above.

(Purchaser or Purchaser's Representative)

Name: _____

Address: _____

Tel. No. : _____

Fax No. ; _____

SECTION VI. TECHNICAL SPECIFICATIONS

SHG Register Printing Specifications						
Sl.No.	Items	Size	Sub-Component	No. of pages in each sub-component	Printing Particulars	Colour
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
			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
			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.	
			Seperator 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.)	
3	Pass-Book	21.00 cm X				Single

		14.50 cm	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 with stepled binding.	
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
			General Information Paper/ 70 GSM maplitho white paper	2	Single coulour 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. Sample of paper should be duly signed and stamped along with the name of paper mill.						

For Each clause of Technical Specifications the Proposer shall prepare a table below:

Technical Specifications	Compliance
1.	Yes/No
2.	Yes/No
3.	Yes/No
4.	Yes/No

SECTION VII. SAMPLE FORMS

1. PROPOSAL FORM

Date: [insert: **date of Proposal**]

Loan/Credit No.: [Purchaser insert: **number**]

[Purchaser to specify: “IFP No.: [number]”] [insert: **name of Framework Agreement**]

To: [Purchaser insert: **Name and address of Purchaser**]

Dear Sir or Madam:

Having examined the Document for setting up framework agreement, including Addenda Nos. [insert **numbers**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Agreement in full conformity with the said document for setting up framework agreement for the sums as may be determined in accordance with the terms and conditions of the Purchase Orders to be issued under the above mentioned framework agreement.

We undertake, if our Proposal is accepted, to deliver the Goods in accordance with the tentative delivery schedule and list of consignee indicated in the Schedule of Requirements (exact requirements to be further specified in the Purchase Orders). The Goods are sourced from <name of the country>.

If our Proposal is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the document for setting up framework agreement.

We agree to abide by this Proposal, for the Proposal Validity Period specified in the document for setting up framework agreement and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Framework Agreement is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award for setting up the Framework Agreement, shall constitute a binding Contract between us. We understand that you are not bound to accept any Proposal you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above agreement, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Proposal, and to agreement execution if we are awarded the Agreement, are listed below:

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”)

We confirm that we comply with the eligibility requirements as per ITP clause 4 of the document for setting up framework agreement.

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

Signed: _____

Date: _____

In the capacity of [*insert: title or position*]

Duly authorized to sign this Proposal for and on behalf of [*insert: name of Proposer*]

Checklist for documents to be submitted with Proposal Form:

- Price Proposal
- Power of Attorney in favour of the signatory of Proposal
- Proposal Security in the required amount and format
- Certificate of incorporation of the Proposer
- Performance statement as per required format, along with copies of purchase order/client certificate etc.
- Copies of balance sheet & Profit & Loss statement for last 3 fiscal years
- No deviation statement on technical specification
- Declaration of agreement with all terms and condition of the document for setting up framework agreement
- Manufacturer's authorization (if item is not manufactured by the Proposer)
- Any other documents as per ITP 7.1 and 14

2. Proposal Security Form

Date: [insert: *date*]
Loan/Credit Number: [insert: *loan or credit number from IFP*]
IFP: [insert: *name and number of IFP*]
Framework Agreement: [insert: *name and number of Agreement*]

To: **Bihar Rural Livelihoods Promotion Society**

WHEREAS *insert: name of Proposer*] (hereinafter called “the Proposer”) has submitted its Proposal dated [*insert: date of Proposal*] for the performance of the above-named Framework Agreement (hereinafter called “the Proposal”)

KNOW ALL PERSONS by these present that WE [*insert: name of bank*] of [*insert: address of bank*] (hereinafter called “the Bank”) are bound unto [*insert: name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of: [*insert: amount*], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [*insert: number*] day of [*insert: month*], [*insert: year*].

THE CONDITIONS of this obligation are the following:

1. If, after the Proposal submission deadline, the Proposer
 - (a) withdraws its Proposal during the period of Proposal validity specified by the Proposer in the Proposal Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Proposers; or
2. If the Proposer, having been notified of the acceptance of its Proposal by the Purchaser during the period of Proposal validity
 - (a) fails or refuses to sign the Framework Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Proposers.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including *insert: the date that is 45 days after the period of Proposal validity*], and any demand in respect thereof must reach the Bank not later than the above date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

3. Performance Security Bank Guarantee

(unconditional)

Date: [*insert: date*]

Loan/Credit Number: [*insert: loan or credit number from IFP*]

IFP: [*insert: name or number of IFP*]

Agreement: [*insert: name or number of Agreement*]

To: [*insert: name and address of Purchaser*]

Dear Sir or Madam:

We refer to the Framework Agreement (“the Agreement”) signed on [*insert: date*] between you and [*insert: name of Supplier*] (“the Supplier”) concerning setting up the Framework Agreement for the supply and delivery of [*insert: a brief description of the Goods*]. By this letter we, the undersigned, [*insert: name of bank*], a bank (or company) organized under the laws of [*insert: country of bank*] and having its registered/principal office at [*insert: address of bank*], (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Agreement, up to the sum of [*insert: amount in numbers and words*]. This guarantee shall be reduced or expire as provided for by the Framework Agreement Clause 11.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Agreement and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Agreement. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Agreement may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities

hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

4. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

To: [*insert: name of the Purchaser*]

WHEREAS [*name of the manufacturer or producer*] (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of [*name and/or description of the Goods requiring this authorization*] (hereinafter, "Goods") having production facilities at [*insert: address of factory*] do hereby authorize [*name and address of Proposer*] (hereinafter, the "Proposer") to submit a Proposal, and sign the Agreement with you against IFP [*title and reference number of the Invitation for Proposals*] including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against this document for setting up framework agreement.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of [*title, position, or other appropriate designation*] and duly authorize to sign this Authorization on behalf of [*name of manufacturer or producer*]

Note: This letter of authority should be on the letter head of the manufacturers and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. This should be included by the Proposer in its Proposal.

5. Proforma for performance statement

(For a period of last five years)

IFP No: _____ Date of Opening: _____ Time : _____ Hours

Name of the Firm : _____

Order Placed By (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered	Value of order	Date of completion of delivery		Remarks indicating <u>reasons for late delivery, if any</u>	Was the supply of goods satisfactory?
				<u>As per contract</u>	<u>Actual</u>		

Signature and seal of the Proposer

6. FORMAT OF PRICE PROPOSAL

Date:[*insert: date of proposal*]
[*Invitation for Proposals (IFP) Ref No.:[number]*
[*insert: name of Item*]

To: [*Purchaser insert: Name and address of Purchaser*]

Dear Sir or Madam:

With reference to the Invitation for Proposals (IFP) (referred above) and your documents for setting up framework agreement, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods and associated services in full conformity with the said documents for setting up framework agreement, for the sum of Rs. _____ (hereinafter called “the Total Proposal Price”). The above amounts are in accordance with the Price Schedules attached herewith and are made part of this proposal.

We undertake, if our proposal is accepted, to deliver the Goods in accordance with the delivery schedule and consignees indicated in the Purchase Orders to be issued.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Agreement, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We understand that you are not bound to accept the lowest or any proposal you may receive.

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

Signed: _____

Date: _

In the capacity of [*insert: title or position*]

Duly authorized to sign this proposal for and on behalf
of [*insert: name of proposer*]

PRICE SCHEDULE

1	2	3	4					5	9	11	12
Schedule No	Item	Estimated Quantity	Unit prices					Total unit price 4 [a+b+c+d+e]	Total price per item for evaluation purpose [3 x 5]	Name of manufacturer (if items are not manufactured by self)	Remarks
			[a] EXW (Ex-factory Ex-warehouse Ex-showroom Off the shelf) price	[b] Inland transp., insurance, & other local costs incidental to delivery *	[c] After-sales service	[d] Training	[e] Taxes/Duties				
I	Transaction Book	500000				N/A					
II	Saving Cum Loan Ledger	500000				N/A					
III	Minute Books	500000				N/A					
IV	Pass Book	8000000				N/A					

“*Unit **prices** for Inland transp., insurance, & other local costs incidental to delivery may be worked out on the basis that a single consignment of the item will consist of not less than 80,000 units”

Note:

1. In case of discrepancy between unit price and total price, the unit price shall prevail. Total Price is only for evaluation purpose and purchase orders will be issued by State Project Management Unit using unit price quoted above.
2. Please quote the prices for optional items separately wherever the specifications provides for optional items.
3. Price quoted for optional items will not be taken into account for evaluation purpose.

Place:
Date:

Signature of Proposer
Name
Business address