

No. (HP-HDP)NMS 1-6/2018(Plant Tender)  
HP Nurseries Management Society-HDP  
Directorate of Horticulture, Himachal Pradesh.  
Telephones: 0177- 2640642, 0177-2842352

# **NOTICE INVITING GLOBAL TENDER**

For and on behalf of Government of Himachal Pradesh, Managing Director Nurseries Management Society, Himachal Pradesh having its office at Directorate of Horticulture, Navbahar, Shimla-171002, Himachal Pradesh invites open tenders in two parts, namely, (1) Technical Bid and (2) Price Bid from the Tenderers / Nurserymen who meet the qualification criteria laid down in the tender documents for the following items:

Country	India	
Title	Supply of improved plant material comprising of Rootstocks, Grafted Whip plants, of Nursery Fruit plants of Apple, Cherry, Pear, Apricot, Plum, Prune, Nectarine, Other Hybrids and Walnut.	
Year and Lot Wise Quantity	<b>2018</b>	<b>2019</b>
	<b>Lot 1:</b> 80,000 number plants saplings (Clonal Root Stocks of Apple, Cherry, Apricot, Plum and Peach)	<b>Lot-1:</b> 75000 number plants saplings (Clonal Root Stocks of Apple, Cherry, Apricot, Plum and Peach)
	<b>Lot 2:</b> 137500 number Whip plants of Apple, Pear, Cherry, Apricot, Plum, Prunes, Peach, Nectarine, Walnut and other hybrids	<b>Lot 2:</b> 130000 number Whip plants of Apple, Pear, Cherry, Apricot, Plum, Prunes, Peach, Nectarine, Walnut and other hybrids.
Bid Security (Earnest Money Deposit) :	<b>2018</b>	<b>2019</b>
	Lot 1: Rs. 2,40,000/-	Lot 1: Rs. 2,25,000/-
	Lot 2 : Rs. 12,37,500/-	Lot 2: Rs. 11,70,000/-

The tender inquiry document will be available on official web site i.e. **hphorticulture.nic.in** for downloading and can also be purchased with a cost of Rs. 10,000/- from the office of MD, HP Nurseries Management Society, Navbahar, Shimla-2 on any working day during the official hours i.e. 10.00 AM to 5.00 PM (IST) w.e.f. **05.02.2018 to 05.03.2018**. The bidders using the tender form downloaded from the website shall have to enclose a Demand Draft for Rs. 10,000/- payable at Shimla, Himachal Pradesh in favour of “MD, HP Nurseries Management Society”, alongwith their technical bid as the cost of the tender document.

**NOTE : The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith at initial stage.**

The sealed envelopes are to be deposited in the office of MD, HP Nurseries Management Society, Navbahar, Shimla-2 on or before 05-03-2018 (upto 05:00 PM IST) or may be sent through registered/speed post addressed to MD, HP Nurseries Management Society, Navbahar, Shimla-2, Himachal Pradesh which must reach on or before 05-03-2018 (upto 05:00 PM IST).

Bids will be opened on 06.03.2018 at 3:00 PM (IST) in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date

happens to be a closed day/holiday, the tender will be opened on the next working day.

Any future clarification(s) and / or corrigendum(s) shall be communicated by the MD, HP Nurseries Management Society, Navbahar, Shimla-2 through the website/ Print Media (News Papers).

MD, HP Nurseries Management Society, Navbahar, Shimla-2 reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the MD, HP Nursery Management Society, Navbahar, Shimla-2 in this regard shall be final.

Managing Director  
H.P Nurseries Management Society ,  
Directorate of Horticulture  
Himachal Pradesh Shimla-2

No. (HP-HDP)NMS 1-6/2018(Plant Tender)

Dated:

Copy forwarded to the following for information and necessary action:-

1. The Director, Information & Public Relation Department, Himachal Pradesh, Shimla-2 alongwith three spare copies for wide publicity in the leading News papers National as well as International in English and Hindi.
2. The Director Horticulture, Directorate of Horticulture, Himachal Pradesh, Shimla-2.
3. The Controller of Stores, Himachal Pradesh, Shimla-1.
4. Interested tenderers.
5. Notice Board.

Managing Director  
H.P Nurseries Management Society ,  
Directorate of Horticulture  
Himachal Pradesh Shimla-2

# **Bidding Document**



## **Bid Document**

**for**

**Supply of improved plant material comprising of Rootstocks,  
Grafted Whip plants of Apple, Cherry, Pear, Apricot, Plum,  
Prune, Nectarine, Other Hybrids and Walnut**

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# **Part-1 Bidding Procedures**

# Section-1 Instructions to bidders

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# Section I. Instructions to Bidders

## A-General

<b>1. Scope of Bid</b>	<p>1.1 In connection with the Invitation for Bids, <b>specified in the Bid Data Sheet (BDS)</b>, the Purchaser, <b>as specified in the BDS</b>, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. Throughout these Bidding Documents:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;</li> <li>(b) if the context so requires, “singular” means “plural” and vice versa; and</li> <li>(c) “day” means calendar day.</li> </ul>
<b>2. Source of Funds</b>	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) <b>specified in the BDS</b> received financing (hereinafter called “funds”) from State Sponsoring Scheme .The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.</p> <p>2.2 Payment by the State Government will be made only at the request of the Borrower and upon approval by the State Government</p>
<b>3. Corrupt and Fraudulent Practices</b>	<p>3.1 The State Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the State Government to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the State Government</p>
<b>4. Eligible Bidders</b>	<p>4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. <b>Unless specified in the BDS</b>, there is no limit on the number of members in a JV.</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"> <li>(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li> </ul>

	<ul style="list-style-type: none"> <li>(b) receives or has received any direct or indirect subsidy from another Bidder; or</li> <li>(c) has the same legal representative as another Bidder; or</li> <li>(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or</li> <li>(e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or</li> <li>(f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or</li> <li>(g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or</li> <li>(h) 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</li> <li>(i) 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 documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the State Government throughout the procurement process and execution of the contract</li> </ul>
4.3	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 sub-contractors or sub-consultants for any part of the Contract including related Services.
4.4	A Bidder that has been sanctioned by the State Government in accordance with the above ITB 3.1, including in accordance with the State Government Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (“Anti-Corruption Guidelines”), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank

	<p>shall have determined. The list of debarred firms and individuals is available at the electronic address <b>specified in the BDS</b>.</p> <p>4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.</p> <p>4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.</p> <p>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 (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 evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
<b>5. Eligible Goods and Related Services</b>	<p>5.1 All the Goods and Related Services to be supplied under the Contract 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 Clause, the term "goods" includes commodities, raw material, 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>
<b>B. Contents of Bidding Document</b>	
<b>6. Sections of Bidding</b>	<p>6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with</p>

<b>Document</b>	<p>any Addenda issued in accordance with ITB 8.</p> <p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section II. Bidding Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> <li>• Section V. Eligible Countries</li> <li>• Section VI. Corrupt and Fraudulent Practices</li> </ul>
	<p><b>PART 2 Supply Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII. Schedule of Requirements</li> </ul> <p><b>PART 3 Contract</b></p> <ul style="list-style-type: none"> <li>• Section VIII. General Conditions of Contract (GCC)</li> <li>• Section IX. Special Conditions of Contract (SCC)</li> <li>• Section X. Contract Forms</li> </ul>
	<p>6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.</p> <p>6.3 Unless obtained directly from the Purchaser, the Purchaser 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 Purchaser shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.</p>
<b>7.Clarification of Bidding Documents</b>	<p>7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser 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 Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser 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 Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.</p>
<b>8.Amendment of Bidding Document</b>	<p>8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.</p> <p>8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding</p>

	<p>Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser'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 Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.</p>
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## C. Preparation of Bids

<b>9. Cost of Bidding</b>	9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>10. Language of Bid</b>	10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>11. Documents Comprising the Bid</b>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid in accordance with ITB 12;</li> <li>(b) completed schedules, in accordance with ITB 12 and 14</li> <li>(c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;</li> <li>(d) alternative bids, if permissible, in accordance with ITB 13;</li> <li>(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;</li> <li>(f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;</li> <li>(g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;</li> <li>(h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> <li>(i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;</li> </ul>

	<p>(j) any other document required in the BDS.</p> <p>11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p> <p>11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<b>12.Letter of Bid and Price Schedules</b>	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 20.2. All blank spaces shall be filled in with the information requested.
<b>13.Alternative Bids</b>	13.1. Unless otherwise <b>specified in the BDS</b> , alternative bids shall not be considered.
<b>14.Bid Prices and Discounts</b>	<p>14.1 The prices and 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 All lots (contracts) 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 of the bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any discounts and 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 during the Bidder's performance of the Contract and not subject to variation on any account, <b>unless otherwise specified in the BDS</b>. A bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, 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 (contracts) or for any combination of lots (packages). Unless otherwise <b>specified in the BDS</b>, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with</p>

	<p>ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.</p> <p>14.7 The terms EXW, CIP, 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 dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:</p> <p>(a) <b>For Goods manufactured in the Purchaser's Country:</b></p> <p>the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;</p> <p>(ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and</p> <p>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) <b>specified in the BDS.</b></p> <p>(b) For Goods manufactured outside the Purchaser's Country, to be imported:</p> <p>(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as <b>specified in the BDS;</b></p> <p>(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) <b>specified in the BDS;</b></p> <p>(c) For Goods manufactured outside the Purchaser's Country, already imported:</p> <p>(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.</p> <p>(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or</p>
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	<p>to be paid on the Goods already imported;</p> <p>(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;</p> <p>(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and</p> <p>(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) <b>specified in the BDS</b>.</p> <p>(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:</p> <p>(iii) the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
<b>15.Currencies of Bid and Payment</b>	<p>15.1 The currency(ies) of the bid and the currency(ies) of payments shall be <b>as specified in the BDS</b>. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise <b>specified in the BDS</b>.</p> <p>15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country</p>
<b>16.Documents Establishing the Eligibility and Conformity of the Goods and Related Services</b>	<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 Section IV, Bidding Forms.</p> <p>16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, 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 planting material and current prices etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following</p>

	<p>commencement of the use of the goods by the Purchaser.</p> <p>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser 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 Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.</p>
<b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<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 perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <p>(a) that, if <b>required in the BDS</b>, 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 Purchaser's Country;</p> <p>(b) that, if <b>required in the BDS</b>, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p>
<b>18. Period of Validity of Bids</b>	<p>18.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser in accordance with ITB22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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 requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request 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 is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:</p> <p>(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.</p>

	<ul style="list-style-type: none"> <li>(b) In the case of adjustable price contracts, no adjustment shall be made.</li> <li>(c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<b>19. Bid Security</b>	<p>19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as <b>specified in the BDS</b>, in original form and, in the case of a bid security. In the amount and currency <b>specified in the BDS</b>.</p> <p>19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p> <p>19.3. 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> <ul style="list-style-type: none"> <li>a. an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);</li> <li>b. an irrevocable letter of credit;</li> <li>c. a cashier's or certified check; or</li> <li>d. another security specified in the BDS,</li> </ul> <p>from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.</p> <p>19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.</p> <p>19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.</p> <p>19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.</p> <p>19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or</li> <li>(b) if the successful Bidder fails to: <ul style="list-style-type: none"> <li>(i) sign the Contract in accordance with ITB41; or</li> <li>(ii) furnish a performance security in accordance with ITB 42.</li> </ul> </li> </ul> <p>19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally</p>

	<p>constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.</p> <p>19.9. If a bid security is <b>not required in the BDS</b>, pursuant to ITB 19.1, and</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or</li> <li>(b) if the successful Bidder fails to: sign the Contract in accordance with ITB41; or furnish a performance security in accordance with ITB 42;</li> </ul> <p>the Borrower may, <b>if provided for in the BDS</b>, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time <b>as stated in the BDS</b>.</p>
<p><b>20. Format and Signing of Bid</b></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.” Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the bid, in the number <b>specified in the BDS</b> 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 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 <b>as specified in the BDS</b> 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>20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</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>

## **D. Submission and Opening of Bids**

<p><b>21. Sealing and Marking of Bids</b></p>	<p>21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>21.2. The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder;</li> <li>(b) be addressed to the Purchaser in accordance with ITB 24.1;</li> <li>(c) bear the specific identification of this bidding process indicated in ITB1.1; and</li> <li>(d) bear a warning not to open before the time and date for bid opening.</li> </ul>
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	<p>21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p> <p>21.4. Bidder shall submit the bid in two envelop (1) Technical Bid: Comprising all details and documents conforming the eligibility of the bidder including the EMD (except the price schedule) and (2) Price Bid: Comprising the Prices/rates offered as per prescribed schedule.</p> <p>21.5. The envelops must super scribe the word “Technical Bid” in case of technical bid and “Financial Bid” in case of financial bid.</p> <p>21.6. Both these envelop then shall be put in a single envelop duly sealed super scribing the title of the bid.</p>
<b>22. Deadline for Submission of Bids</b>	<p>22.1. Bids must be received by the Purchaser at the address and no later than the date and time <b>specified in the BDS</b>. When <b>so specified in the BDS</b>, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures <b>specified in the BDS</b>.</p> <p>22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>23. Late Bids</b>	<p>23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<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 20.2, (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> <p>(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</p> <p>(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p> <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.</p>

<p><b>25. Bid Opening</b></p>	<p>25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline at the date, time and place <b>specified in the BDS</b> in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as <b>specified in the BDS</b>.</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 contains a valid authorization to request the withdrawal and is read out at bid opening. 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. 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. Only bids that are opened and read out at Bid opening shall be considered further.</p> <p>25.3. All other 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 (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner <b>specified in the BDS</b>. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).</p> <p><b>25.4.</b> The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. 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>
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	<p>25.5. Only the envelop marked as Technical bid shall be opened on the day of opening of the tender. After the evaluation of the technical bid; the price bids of technically responsive bidder shall be opened for which they shall be communicated separately.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
<b>27. Clarification of Bids</b>	<p>27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, 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 Purchaser's request for clarification, its bid may be rejected.</p>
<b>28. Deviations, Reservations, and Omissions</b>	<p>28.1 During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents</p>
<b>29. Determination of Responsiveness</b>	<p>29.1 The Purchaser'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 Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>(a) if accepted, would</p> <p>(i) affect in any substantial way the scope, quality, or</p>

	<p>performance of the Goods and Related Services specified in the Contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</p> <p>29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, 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 Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<b>30. Nonconformities, Errors and Omissions</b>	<p>30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.</p> <p>30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>30.3 Provided that a bid is substantially responsive, the Purchaser 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.</p>
<b>31. Correction of Arithmetical Errors</b>	<p>31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</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.</p>

<b>32. Conversion to Single Currency</b>	32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as <b>specified in the BDS</b> .
<b>33. Margin of Preference</b>	33.1 <b>Unless otherwise specified in the BDS</b> , a margin of preference shall not apply.
<b>34. Evaluation of Bids</b>	<p>34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.</p> <p>34.2 To evaluate a Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with clause 14; <b>The technical bid shall be evaluated in terms of the technical specification and the price bid of the technically qualified bidder shall be evaluated in terms of the bid prices.</b></li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB 14.3;</li> <li>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;</li> <li>(e) price adjustment due to quantifiable non material non conformities in accordance with ITB 30.3;</li> <li>(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;</li> </ul> <p>34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.</p> <p>34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria</p> <p>34.5 The Purchaser's evaluation of a bid will exclude and not take into account:</p> <ul style="list-style-type: none"> <li>(a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</li> <li>(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the</li> </ul>

	<p>Bidder;</p> <p>(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p> <p>34.6 The Purchaser'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. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).</p> <p>34.7 <b>The purchaser is at liberty to ask any additional documents so as to arrive at technically responsiveness of the bid.</b></p>
<b>35. Comparison of Bids</b>	35.1 The Purchaser shall compare the evaluated prices of all substantially <b>technical</b> responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
<b>36. Qualification of the Bidder</b>	<p>36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.</p> <p>36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder</p>
<b>37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b>	37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
<b>F. Award of Contract</b>	
<b>38. Award Criteria</b>	38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be

	qualified to perform the Contract satisfactorily.
<b>39. Purchaser's Right to Vary Quantities at Time of Award</b>	39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
<b>40. Notification of Award</b>	<p>40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder(s), in writing, that its Bid(s) have been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier(s) in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").</p> <p>40.2 (i) name of each Bidder who submitted a Bid;  (ii) bid prices as read out at Bid Opening;  (iii) name and evaluated prices of each Bid that was evaluated;  (iv) name of bidders whose bids were rejected and the reasons for their rejection; and  (v) name(s) of the successful Bidder(s), and the Price it offered, as well as the duration and summary scope of the contract awarded.</p> <p>40.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>40.4 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.</p>
<b>41. Signing of Contract</b>	<p>41.1 Promptly after notification, the Purchaser shall send the successful Bidder(s) the Contract Agreement.</p> <p>41.2 Within twenty-eight (28) days of receipt of the Contract Agreement the successful Bidder(s) shall sign, date, and return it to the Purchaser.</p> <p>41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.</p>
<b>42. Performance Security</b>	42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in

	<p>Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.</p> <p>42.2 Failure of the successful Bidder(s) to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>
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## 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 herein shall prevail over those in ITB.

ITB Clause Reference	<b>A. General</b>				
<b>ITB 1.1</b>	The reference number of the Invitation for Bids is :				
<b>ITB 1.1</b>	The Purchaser is: <b>Managing Director, Nursery Management Society , Directorate of Horticulture Navbhar ,Shimla -1</b>				
<b>ITB 1.1</b>	The name of the ICBis “Supply of the following Planting Material”				
S. N o	Planting Material	2018	2019	Total	
1	Rootstocks (apple, pear, cherry, apricot, plum, peach)	<b>Lot-1</b> 80000	<b>Lot-1</b> 75000	<b>155000</b>	
2	Whip Plants (apple, pear, cherry, apricot, plum, prunes, peach, nectarine,other Hybrids Walnut)	<b>Lot-2</b> <b>137500</b>	<b>Lot-2</b> <b>130000</b>	<b>267500</b>	
<b>Total requirement</b>		<b>217500</b>	<b>205000</b>	<b>422500</b>	
<b>ITB 2.1</b>	<b>State Plan Scheme and MIDH</b>				
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <i>Not applicable</i>				
<b>B. Contents of Bidding Documents</b>					
<b>ITB 7.1</b>	For <u>Clarification of bid purposes</u> only, the Purchaser’s address is: Attention: <b>Managing Director</b> Address: <b>Office of Managing Director, Nursery Management Society , Directorate of Horticulture Navbhar ,Shimla</b> City: Shimla ZIP Code: 171001 Country: :India  Telephone: 0091-177-2674465 FAX: 0177-2623834 E-Mail: <a href="mailto:horticul-hp@nic.in">horticul-hp@nic.in</a> and <a href="mailto:hdpmdspv@gmail.com">hdpmdspv@gmail.com</a> Requests for clarification should be received by the Purchaser not later than: <b>10 days</b>				
<b>ITB 7.1</b>	Web page:				
<b>C. Preparation of Bids</b>					
<b>ITB 10.1</b>	The language of the bid is: “ <b>English</b> ” All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.				

<b>ITB 11.1 (j)</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>a) Major contract or supply of nursery plants made in previous three years: -</li> <li>b) Detail of mother/progeny trees</li> <li>c) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years' bankers certificates, Company's PAN and Income Tax details etc.</li> </ul> <p>Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of supply of the Planting material as specified above</p>										
<b>ITB 13.1</b>	Alternative Bids shall not be considered.										
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.										
<b>ITB 14.6</b>	The Bidder shall indicate on the Price schedule the unit price of the Goods offered separately in the Price Schedule it proposes to supply under the Contract. The bidders will quote only for the items and quantities offered in their response to bids issued by the purchaser.										
<b>ITB 14.7</b>	The Incoterms edition is: <b>2010</b>										
<b>ITB 14.8 (b) (i) and (c) (v)</b>	Place of Destination: <b>CIP, Parwanoo/Baddi, District SOLAN, Himachal Pradesh, INDIA</b>										
<b>ITB 14.8 (a) (iii);(b)(ii) and (c)(v)</b>	“Final destination (Project Site)”: <b>Final destination is as specified in Schedule of Requirements (Section VI)</b>										
<b>ITB 15.1</b>	<b>and other International Currencies (maximum 2)</b>										
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning: <b>Not Applicable</b>										
<b>ITB 17.2 (a)</b>	Manufacturer's authorization is: <b>required</b> Supplies for any particular item in each schedule of the bid should be from Original Nurseryman only. Bids from agents offering supplies from different Nurserymen for the same item of the schedule in the bid will be treated as non-responsive.										
<b>ITB 17.2 (b)</b>	After sales service is: Nurseryman shall visit the nursery sites of the purchaser where imported plants shall be kept for PEQ observations for one year to see the facilities and would guide the Nursery Managers on technical aspects of planting and other plant protection requirements to ensure 100% survival of plants.										
<b>ITB 18.1</b>	The bid validity period shall be <b>90</b> days.										
<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor(s)- <b>Not Applicable</b>										
<b>ITB 19.1</b>	<p>Bid shall include a Bid Security in the form of Bank Guarantee, Demand Draft or Banker's cheque issued by a scheduled Bank operating in India in favour of "Project Director HPHDP, payable at "Shimla" The Bank Guarantee issued by a foreign bank must be confirmed by a scheduled commercial Indian bank or a foreign bank operating in India, approved by RBI, and acceptable to the purchaser</p> <p><b>The amount and currency of the bid security shall be as under for each Lot during the year 2018, 2019</b></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><b>2018</b></th> <th style="text-align: center;"><b>2019</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Lot 1</td> <td style="text-align: center;">Rs 2,40,000.00</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td style="text-align: center;">Rs. 2,25,000.00</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td style="text-align: center;">Rs. 12,37,500.00</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td style="text-align: center;">Rs. 11,70,000.00</td> </tr> </tbody> </table> <p><b>valid for entire period during the validity of the bid</b></p>	<b>2018</b>	<b>2019</b>	Lot 1	Rs 2,40,000.00	Lot 2	Rs. 2,25,000.00	Lot 2	Rs. 12,37,500.00	Lot 2	Rs. 11,70,000.00
<b>2018</b>	<b>2019</b>										
Lot 1	Rs 2,40,000.00										
Lot 2	Rs. 2,25,000.00										
Lot 2	Rs. 12,37,500.00										
Lot 2	Rs. 11,70,000.00										

	Format of Bid Security is to be submitted in the form of Bank Guarantee is enclosed in Section-VI, Bidding forms. The currency of the bid security shall be <u>US\$ or INR</u> .
<b>ITB 19.3(d)</b>	Other types of acceptable securities: <b>None</b>
<b>ITB 20.1</b>	In addition to the original of the bid, the number of copies is: <b>one</b>
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b><i>Power of attorney duly signed by the authorised person of bidding organization.</i></b>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	For <b>bid submission purposes</b> only, the Purchaser's address is: Attention: <b>Managing Director</b> Address: <b>Office of Managing Director, Nursery Management Society , Directorate of Horticulture Navbhar , Shimla</b> Country: India Telephone: FAX: E-Mail: E-Mail: <a href="mailto:horticul-hp@nic.in">horticul-hp@nic.in</a> and <a href="mailto:hdpmdspv@gmail.com">hdpmdspv@gmail.com</a> <b>The deadline for bid submission is:</b> Date: 05 <sup>th</sup> March, 2018 Time: 17:00 hrs Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 25.1</b>	The bid opening shall take place at: Shimla Address: <b>Office of Managing Director, Nursery Management Society , Directorate of Horticulture Navbhar , Shimla</b> Country: India, City: Shimla, ZIP Code: 171001, Country: :India <b>Date: 6<sup>th</sup> March, 2018</b> Time: 15:00 hrs
<b>ITB 25.3</b>	The Letter of Bid and Price Schedules shall be initialled by all members of the committee of the Purchaser conducting Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	Bid prices will be expressed in US \$ or any other two international currencies.
<b>ITB 33.1</b>	A margin of domestic preference <b>shall not apply</b> .
<b>ITB 34.2(a)</b>	The bids will be evaluated lot wise comprising of two lots vis-a-vis supply of rootstocks of different fruit crops, whip plants (fruit wise and variety wise) of Apple for different varieties and the evaluation criteria will be: <ol style="list-style-type: none"> <li>1. The bid will be considered responsive when the same is found to be consistent with response to the RFB issued.</li> <li>2. Lot wise and item wise rates quoted for each year will be considered for comparison of bids.</li> <li>3. The contract (s) will be awarded to the responsive bidder(s) for the items for which financial quotes are the lowest.</li> </ol>
<b>ITB 34.6</b>	<u>Not applicable</u>
<b>F. Award of Contract</b>	
<b>ITB 39.1</b>	The maximum percentage by which quantities may be increased is: <b>25%</b> The maximum percentage by which quantities may be decreased is: <b>10%</b>

## **Section III. Evaluation and Qualification Criteria**

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders **technically as well as financially** in accordance with ITB 34.2(a), no other factors, methods or criteria shall be used.

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

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3. Qualification(ITB 36) .....	28

## **1. Margin of Preference (ITB 33)**

Not Applicable

## **2. Evaluation (ITB 34)**

### **2.1. Evaluation Criteria (ITB 34.6)**

Only Quoted Bid price will be taken into account for the purpose of price evaluation.

### **2.2. Multiple Contracts (ITB 34.4)**

Not applicable

### **2.3. Alternative Bids (ITB 13.1)**

Not permitted

## **3. Qualification (ITB 36)**

### **3.1. Qualification Requirements (ITB 36.1)**

In order to determine the responsiveness of bids technically, the Purchaser shall carry out the qualification of the Bidder in accordance with ITB 36, using the requirements specified below:

The offers received from different nurserymen in response to RFB, necessary qualification requirements such as experience of production and supply of quality planting material and other experience etc. have been considered, the following details/documents are required to be submitted with the **Technical Bid**:

- a) Major contract or supply of nursery plants made in previous three years.
- b) Detail of mother/progeny trees
- c) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years alongwith bankers certificates, Company's PAN and Income Tax details etc.
- d) Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the contracts for the supply of planting materials specified in (a) above.
- e) **Besides these, the purchaser is at liberty to ask additional information from the bidders so as to arrive at the responsiveness of the bids technically.**
- f) All these documents are required to be furnished with the technical bid.

## Section IV. Bidding Forms

### Table of Forms

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## Letter of Bid

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

***Note: All italicized text is for use in preparing these form and shall be deleted from the final products.***

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

LIB No.: [insert number of bidding process]

Invitation for Bid No.: [insert identification]

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

To: [insert complete name of Purchaser]

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:[insert a brief description of the Goods and Related Services];
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:  
In case of only one lot, total price of the Bid [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];  
In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];  
In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
- (f) The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: [**Specify in detail each discount offered.**]
  - (ii) 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.**]
- (g) Our bid shall be valid for a period of [**specify the number of calendar days**]days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Purchaser's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [**insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity**]

<sup>1</sup>*Bidder to use as appropriate*

Name of Recipient	Address	Reason	Amount

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

## Bidder Information Form

*[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]*

LIB No.: *[insert number of bidding process]*

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not dependent agency of the Purchaser</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be  
Imported during the year - 2018  
LOT-1(ROOTSTOCKS)**

	Horticulture Planting Material					Date: _____			
	Currencies in accordance with ITB 15-US \$								
						Page No _____ of _____			
1	2	3	4	5	6	7	8	9	10
Item No.	Description of Goods				Delivery Date as defined by Incoterms	Quantity and physical unitNumbers	Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA	CIP Price per item	Total Price per item
1	<b>ROOT STOCKS</b>								
	APPLE	Dwarfing	EMLA-9			10000			
			G-41			8000			
			G-202			6000			
			G-11			6000			
			G-210			8000			
	Semi dwarfing	G-890				6000			
		G-969				6000			
		Semi Vigorous	EMLA-111			10000			
	Sub-total					<b>60000</b>			
3	Cherry		Gisella-5			2000			
			Gisella-6			1000			
			Gisella-12			2000			
	Sub-total					<b>5000</b>			
4	Plums		Pixy			2000			
			Myran			1000			
			Myrobalan			2000			
						<b>5000</b>			
	Pear		OHF -333			1000			
			Pyrodwarf			2000			
			OHF -87			1000			
			OHF -97			1000			
						<b>5000</b>			
	Apricot		Citation			1000			
			Istara			1000			
						<b>2000</b>			
	Peach		Jaspi			1000			
			Controller-5			1000			
			Controller-6			1000			
	<b>Sub Total</b>					<b>3000</b>			
	<b>Total</b>					<b>80000</b>			

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be  
Imported during the year - 2019  
LOT-1(ROOTSTOCKS)**

	Horticulture Planting Material				Date: _____					
	Currencies in accordance with ITB 15-US \$									
					Page No _____ of _____					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	
Item No.	Description of Goods				Delivery Date as defined by Incoterms	Quantity and physical unitNumbers	Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA	CIP Price per item	Total Price per item	
<b>1</b>	<b>ROOT STOCKS</b>									
	<b>APPLE</b>	<b>Dwarfing</b>	EMLA-9			8000				
			G-41			6000				
			G-202			6000				
			G-11			6000				
			<b>Semi dwarfing</b>	G-210			8000			
		G-890				8000				
		G-969				8000				
		<b>Semi Vigorous</b>	EMLA-111			10000				
			Sub-total					<b>60000</b>		
<b>3</b>		<b>Cherry</b>		Gisella-5			1500			
			Gisella-6			1000				
			Gisella-12			1000				
		Sub-total					<b>3000</b>			
<b>4</b>	<b>Plums</b>		Pixy			2000				
			Myran			1000				
			Myrobalan			1000				
							<b>4000</b>			
	<b>Pear</b>		OHF -333			1000				
			Pyrodwarf			1000				
			OHF -87			1000				
			OHF -97			1000				
							<b>4000</b>			
	<b>Apricot</b>		Citation			1000				
			Istara			1000				
							<b>2000</b>			
		<b>Peach</b>		Jaspi			1000			
			Controller-5			500				
			Controller-6			500				
	<b>Sub Total</b>					<b>2000</b>				
		<b>Total</b>					<b>75000</b>			

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2018**  
**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material				Date: _____								
	Currencies in accordance with ITB 15-US \$												
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>		<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>				
Item No.	Description of Goods					Deliver y Date as defined by Incoter ms	Quantity and physical unit Numbers	Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)	CIP Price per item	Total Price per item			
	<b>WHIP PLANTS</b>												
	Kind of Fruit Crop	Variety	<b>Grafted on Rootstock</b>										
	Apple	Adams Apples	EMLA-111			9000							
			G-Series(G-214/G-11/G-210/G-890/G-969/G-202)			7500							
			MM-116			5000							
		Chelan Spur	EMLA-111			6000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			5000							
			MM-116			3000							
		King Roat	EMLA-111			7000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			6000							
			MM-116			5000							
		Royal Red Honey Crisp	EMLA-111			2000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			2000							
			MM-116			1000							
		Jeromine	EMLA-111			3000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			3000							
			MM-116			1000							
		Red Velox	EMLA-111			4000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			3000							
			MM-116			2000							
		Superchief	EMLA-111			2000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			1000							
			MM-116			1000							
		Washington Red Delicious	EMLA-111			3000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			2000							
			MM-116			1000							
		Ace Spur	EMLA-111			4000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			2000							
			MM-116			1000							
		Scarlet Spur -II	EMLA-111			2000							
			G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)			1000							
			MM-116			1000							
		<b>Sub Total</b>				<b>95500</b>							

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2018**  
**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material					Date: _____			
	Currencies in accordance with ITB 15-US \$					LIB No: /HPHDP/A/PCU/LIB-3 Page No _____ of _____			
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Item No.</b>	<b>Description of Goods</b>				<b>Country of Origin</b>	<b>Delivery Date as defined by Incoterms</b>	<b>Quantity and physical unit Numbers</b>	<b>Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)</b>	<b>CIP Price per item</b>
	<b>WHIP PLANTS</b>								
	<b>Kind of Fruit Crop</b>	<b>Variety</b>	<b>Grafted on Rootstock</b>		<b>Country of Origin</b>	<b>Delivery Date as defined by Incoterms</b>	<b>Quantity and physical unit Numbers</b>	<b>Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)</b>	<b>CIP Price per item</b>
<b>Apple</b>	<b>Buck Eye Gala</b>	EMLA-111					2000		
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)					1000		
		MM-116					1000		
	<b>Gala Schniga Schini Co(s)</b>	EMLA-111					3000		
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)					2000		
		MM-116					1000		
	<b>Dark Baron Gala</b>	EMLA-111					3000		
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)					2000		
		MM-116					1000		
	<b>Galaval</b>	EMLA-111					2000		
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)					1000		
		MM-116					1000		
	<b>SIMMON S Gala</b>	EMLA-111					2000		
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)					1000		
		MM-116					1000		
<b>Sub Total</b>					<b>24000</b>				

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2018**  
**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material					Date: _____			
	Currencies in accordance with ITB 15-US \$					LIB No: /PHDHP/A/PCU/LIB-3 Page No _____ of _____			
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Item No.</b>	<b>Description of Goods</b>			<b>Country of Origin</b>	<b>Delivery Date as defined by Incoterms</b>	<b>Quantity and physical unit Numbers</b>	<b>Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)</b>	<b>CIP Price per item</b>	<b>Total Price per item</b>
	<b>WHIP PLANTS</b>								
	<b>Kind of Fruit Crop</b>	<b>Variety</b>	<b>Grafted on Rootstock</b>						
<b>3</b>	<b>Cherry</b>	<b>Firm Red</b>	Gisela-5 Gisela-6			400			
		<b>Royal Lee</b>	Gisela-5 Gisela-6			400			
		<b>Minnie Royal</b>	Gisela-5 Gisela-6			400			
		<b>Attika</b>	Gisela-5 Gisela-6			300			
		<b>Ulster</b>	Gisela-5 Gisela-6			300			
		<b>Chelan</b>	Gisela-5 Gisela-6			300			
		<b>Compact Stella</b>	Gisela-5 Gisela-6			300			
		<b>Santina</b>	Gisela-5 Gisela-6			300			
		<b>Celeste</b>	Gisela-5 Gisela-6			300			
	<b>Sub-Total</b>					<b>3000</b>			
<b>4</b>	<b>Plum</b>	<b>Black Amber</b>	Pixy Myran Myrobalan			500			
		<b>Black Splendor</b>	Pixy Myran Myrobalan			500			
		<b>Angelino</b>	Pixy Myran Myrobalan			500			
		<b>Durate -2</b>	Pixy Myran Myrobalan			500			
	<b>Sub Total</b>					<b>2000</b>			

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2018**  
**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material					Date: _____											
	Currencies in accordance with ITB 15-US \$																
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>								
<b>Item No.</b>	<b>Description of Goods</b>			<b>Country of Origin</b>	<b>Delivery Date as defined by Incoterms</b>	<b>Quantity and physical unit Numbers</b>	<b>Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)</b>	<b>CIP Price per item</b>	<b>Total Price per item</b>								
	<b>WHIP PLANTS</b>																
	<b>Kind of Fruit Crop</b>	<b>Variety</b>								<b>Grafted on Rootstock</b>							
		<b>Red Chief</b>								Jaspi Controller-5 Controller-6							
		<b>Cavalier</b>								Jaspi Controller-5 Controller-6							
		<b>Sunglo</b>								Jaspi Controller-5 Controller-6							
	<b>Redglo</b>		Jaspi Controller-5 Controller-6														
			<b>Sub Total</b>										<b>2000</b>				
	<b>9</b>	<b>Walnut</b>	<b>Chandler</b>							Black walnut seedling Paradox clonal RS			1000				
			<b>Tulare</b>							Black walnut seedling Paradox clonal RS			500				
<b>Cisco</b>			Black walnut seedling Paradox clonal RS			500											
<b>Howard</b>			Black walnut seedling Paradox clonal RS			1000											
<b>Sub Total</b>					<b>3000</b>												
<b>Peach</b>		<b>Early Rich</b>	Jaspi Controller-5 Controller-6			800											
		<b>Desiree</b>	Jaspi Controller-5 Controller-6			600											
		<b>Crest Heaven</b>	Jaspi Controller-5 Controller-6			600											
	<b>Sub Total</b>						<b>2000</b>										
	<b>Total Whips</b>																

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2018**

**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material					Date: _____										
	Currencies in accordance with ITB 15-US \$															
1	2	3	4	5	6	7	8	9	10							
<b>Item No.</b>	<b>Description of Goods</b>			<b>Country of Origin</b>	<b>Delivery Date as defined by Incoterms</b>	<b>Quantity and physical unit Numbers</b>	<b>Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)</b>	<b>CIP Price per item</b>	<b>Total Price per item</b>							
	<b>WHIP PLANTS</b>															
	<b>Kind of Fruit Crop</b>									<b>Grafted on Rootstock</b>						
	<b>Apricot</b>	<b>Apricot</b>	<b>Blemheim</b>							Citation ,Istara			500			
			<b>Early Gold</b>							Citation ,Istara			500			
			<b>Gold Kist</b>							Citation ,Istara			500			
			<b>Katy</b>							Citation ,Istara			500			
			<b>Rival</b>							Citation ,Istara			500			
	<b>Sub Total</b>												<b>2500</b>			
	<b>9</b>	<b>Prunes</b>	<b>Stanley</b>							Jaspi Controller-5 Controller-6			1000			
<b>Long John</b>			Jaspi Controller-5 Controller-6			1000										
<b>Sub Total</b>						<b>2000</b>										
<b>Other Hybrids</b>		<b>Apricum</b>	As per Availability			500										
		<b>Pluot</b>	As per Availability			500										
		<b>Plumcot</b>	As per Availability			500										
	<b>Sub Total</b>						<b>1500</b>									
	<b>Total Whips</b>						<b>137500</b>									

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2019**  
**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material				Date: _____				
	Currencies in accordance with ITB 15-US \$								
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	
<b>Item No.</b>		<b>Description of Goods</b>							
		<b>WHIP PLANTS</b>							
<b>Kind of Fruit Crop</b>		<b>Variety</b>	<b>Grafted on Rootstock</b>						
				</					

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2019**  
**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material					Date: _____									
	Currencies in accordance with ITB 15-US \$					LIB No: /HPHDP/A/PCU/LIB-3 Page No _____ of _____									
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>						
Item No.	<b>Description of Goods</b>				Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit Numbers	Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)	CIP Price per item	Total Price per item					
	<b>WHIP PLANTS</b>														
	Kind of Fruit Crop	Variety	<b>Grafted on Rootstock</b>												
Apple	Buck Eye Gala	EMLA-111										1500			
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)										1500			
		MM-116										1000			
	Gala Schniga Schini Co(s)	EMLA-111										1000			
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)										1000			
		MM-116										800			
	Dark Baron Gala	EMLA-111										4000			
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)				3000									
		MM-116				1500									
	Galaval	EMLA-111				1000									
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)				1000									
		MM-116				800									
	SIMMON S Gala	EMLA-111				900									
		G-Series(G-214/G-11/G-210/G-890 /G-969/G-202)				500									
		MM-116				500									
<b>Sub Total</b>						<b>20000</b>									

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2019**  
**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material					Date: _____				
	Currencies in accordance with ITB 15-US \$					LIB No: /HPHDP/A/PCU/LIB-3 Page No _____ of _____				
1	2	3	4	5	6	7	8	9	10	
Item No.	<b>Description of Goods</b>				Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit Numbers	Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)	CIP Price per item	Total Price per item
	<b>WHIP PLANTS</b>									
	Kind of Fruit Crop	Variety	Grafted on Rootstock							
3	Cherry	<b>Firm Red</b>	Gisela-5 Gisela-6			300				
		<b>Royal Lee</b>	Gisela-5 Gisela-6			300				
		<b>Minnie Royal</b>	Gisela-5 Gisela-6			300				
		<b>Attika</b>	Gisela-5 Gisela-6			300				
		<b>Ulster</b>	Gisela-5 Gisela-6			300				
		<b>Chelan</b>	Gisela-5 Gisela-6			300				
		<b>Compact Stella</b>	Gisela-5 Gisela-6			300				
		<b>Santina</b>	Gisela-5 Gisela-6			300				
		<b>Celeste</b>	Gisela-5 Gisela-6			200				
	<b>Sub-Total</b>					<b>2600</b>				
4	Plum	<b>Black Amber</b>	Pixy Myran Myrobalan			500				
		<b>Black Splendor</b>	Pixy Myran Myrobalan			500				
		<b>Angelino</b>	Pixy Myran Myrobalan			500				
		<b>Durate -2</b>	Pixy Myran Myrobalan			500				
<b>Sub Total</b>					<b>2000</b>					

Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the year 2019

**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material					Date: _____										
	Currencies in accordance with ITB 15-US \$															
1	2	3	4	5	6	7	8	9	10							
<b>Item No.</b>	<b>Description of Goods</b>			<b>Country of Origin</b>	<b>Delivery Date as defined by Incoterms</b>	<b>Quantity and physical unit Numbers</b>	<b>Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)</b>	<b>CIP Price per item</b>	<b>Total Price per item</b>							
	<b>WHIP PLANTS</b>															
	<b>Kind of Fruit Crop</b>															
	<b>Nectarine</b>	<b>Red Chief</b>	Jaspi Controller-5 Controller-6									500				
			Jaspi Controller-5 Controller-6									500				
		<b>Sunglo</b>	Jaspi Controller-5 Controller-6									500				
		<b>Redglo</b>	Jaspi Controller-5 Controller-6									500				
	<b>Sub Total</b>												<b>2000</b>			
	<b>9</b>	<b>Walnut</b>	<b>Chandler</b>							Black walnut seedling Paradox clonal RS			1000			
			<b>Tulare</b>							Black walnut seedling Paradox clonal RS			500			
<b>Cisco</b>			Black walnut seedling Paradox clonal RS			500										
<b>Howard</b>			Black walnut seedling Paradox clonal RS			500										
<b>Sub Total</b>					<b>2500</b>											
<b>Peach</b>		<b>Early Rich</b>	Jaspi Controller-5 Controller-6			800										
		<b>Desiree</b>	Jaspi Controller-5 Controller-6			600										
		<b>Crest Heaven</b>	Jaspi Controller-5 Controller-6			600										
		<b>Sub Total</b>				<b>2000</b>										
	<b>Total Whips</b>															

**Price Schedule: Goods Produced Outside the Purchaser's Country, to be Imported during the Year 2019**  
**LOT-2 (WHIP PLANTS)**

	Horticulture Planting Material				Date: _____				
	Currencies in accordance with ITB 15-US \$								
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Item No.</b>	<b>Description of Goods</b>			<b>Country of Origin</b>	<b>Delivery Date as defined by Incoterms</b>	<b>Quantity and physical unit Numbers</b>	<b>Unit price CIP (at Parwanoo/ Baddi, District SOLAN, HP, INDIA)</b>	<b>CIP Price per item</b>	<b>Total Price per item</b>
	<b>WHIP PLANTS</b>								
	<b>Kind of Fruit Crop</b>	<b>Variety</b>	<b>Grafted on Rootstock</b>						
	<b>Apricot</b>	<b>Blemheim</b>	Citation ,Istara			300			
		<b>Early Gold</b>	Citation ,Istara			300			
		<b>Gold Kist</b>	Citation ,Istara			300			
		<b>Katy</b>	Citation ,Istara			300			
		<b>Rival</b>	Citation ,Istara			300			
	<b>Sub Total</b>					<b>1500</b>			
<b>9</b>	<b>Prunes</b>	<b>Stanley</b>	Jaspi Controller-5 Controller-6			800			
		<b>Long John</b>	Jaspi Controller-5 Controller-6			700			
		<b>Sub Total</b>				<b>1500</b>			
	<b>Other Hybrids</b>	<b>Apricum</b>	As per Availability			300			
		<b>Pluot</b>	As per Availability			300			
		<b>Plumcot</b>	As per Availability			300			
		<b>Sub Total</b>				<b>900</b>			
	<b>Total Whips</b>					<b>130000</b>			

## Overall requirement of Plant material

S. N o	Planting Material			Total
		2018	2019	
1	Rootstocks (apple, pear, cherry, apricot, plum, peach)	<b>Lot-1</b> 80000	<b>Lot-1</b> 75000	<b>155000</b>
2	Whip Plants (apple, pear, cherry, apricot, plum, prunes, peach, nectarine, other Hybrids Walnut)	<b>Lot-2</b> <b>137500</b>	<b>Lot-2</b> <b>130000</b>	<b>267500</b>
	<b>Total requirement</b>	<b>217500</b>	<b>205000</b>	<b>422500</b>

# Form of Bid Security

## (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

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

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

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

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

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

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

# Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder\*\_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*\_\_\_\_\_

Title of the person signing the Bid\_\_\_\_\_

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

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

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]*

# Manufacturer's Authorization

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

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

ICB No.: *[insert number of bidding process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, 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]*



## **Part-2 Supply Requirements**

# Policy - Corrupt and Fraudulent Practices

## **“Fraud and Corruption:**

1.16 It is the State Governments policy to require that Borrowers 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.<sup>2</sup> In pursuance of this policy, the State Government :

- (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;<sup>3</sup>;
  - (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;<sup>4</sup>
  - (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;<sup>5</sup>
  - (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;<sup>6</sup>
  - (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 paragraph 1.16(e) below.
- (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 mis-procurement 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

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<sup>2</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>3</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>4</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

<sup>5</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>6</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

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 the prevailing Bank's sanctions procedures,<sup>7</sup> 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<sup>8</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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<sup>7</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, *inter alia*, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>8</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

## **PART 3-Contract**

## **Section VII. Schedule of Requirements**

### **Contents**

1. Yearwise List of Goods and Delivery Schedule-----
2. Technical Specifications-----
- 3. Inspections and Tests**

## LOT-1(ROOTSTOCKS)2018

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

Item No.	Description of Goods		Delivery Date as defined by Incoterms	Quantity and physical unit Numbers	Delivery (as Per Incoterms Date)			
	ROOT STOCKS				Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date	
1	APPLE	Dwarfing	EMLA-9	10000	Ist March 2018	15 <sup>th</sup> March 2018		
			G-41	8000				
			G-202	6000				
			G-11	6000				
		Semi dwarfing	G-210	8000				
			G-890	6000				
			G-969	6000				
		Semi Vigorous	EMLA-111	10000				
		Sub-total		<b>60000</b>				
2	Cherry		Gisella-5	2000				
			Gisella-6	1000				
			Gisella-12	2000				
	Sub-total			<b>5000</b>				
3	Plums		Pixy	2000				
			Myran	1000				
			Myrobalan	2000				
				<b>5000</b>				
		Pear	OHF -333	1000				
	Apricot		Pyrodwarf	2000				
			OHF -87	1000				
			OHF -97	1000				
				<b>5000</b>				
	Apricot		Citation	1000				
			Istara	1000				
				<b>2000</b>				
	Peach		Jaspi	1000				
			Controller-5	1000				
			Controller-6	1000				
	Sub-total			<b>3000</b>				
	Total			<b>80000</b>				

## LOT-1(ROOTSTOCKS)2019

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

Item No.	Description of Goods		Delivery Date as defined by Incoterms	Quantity and physical unit Numbers	Delivery (as Per Incoterms Date)			
	ROOT STOCKS				Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date	
1	APPLE	Dwarfing	EMLA-9	8000	Final Destination as specified in BDS (Place of delivery)	Ist March 2018	15 <sup>th</sup> March 2018	
			G-41	6000				
			G-202	6000				
			G-11	6000				
		Semi dwarfing	G-210	8000				
			G-890	8000				
			G-969	8000				
		Semi Vigorous	EMLA-111	10000				
		Sub-total		<b>60000</b>				
		Cherry	Gisella-5	2000				
2			Gisella-6	500				
			Gisella-12	500				
		Sub-total		<b>3000</b>				
3	Plums		Pixy	2000	Final Destination as specified in BDS (Place of delivery)	Ist March 2018	15 <sup>th</sup> March 2018	
			Myran	1000				
			Myrobalan	1000				
				<b>4000</b>				
4	Pear		OHF -333	1000				
			Pyrodwarf	1000				
			OHF -87	1000				
5	Apricot		OHF -97	1000				
				<b>4000</b>				
			Citation	1000				
6	Peach		Istara	1000				
				<b>2000</b>				
		Sub-total		<b>2000</b>				
	Total			<b>75000</b>				

**LOT-2 (WHIP PLANTS)2018**

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

Item No.	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit Numbers	Delivery (as Per Incoterms Date)		
				Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date
<b>1</b>	<b>WHIP PLANTS</b>					
	<b>Kind of Fruit Crop</b>	<b>Variety</b>	<b>Grafted on Rootstock</b>			
	<b>Apple</b>	<b>Adams Apples</b>	EMLA-111	<b>9000</b>		
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202	<b>7500</b>		
			MM-116	<b>5000</b>		
		<b>Chelan Spur</b>	EMLA-111	<b>6000</b>		
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202	<b>5000</b>		
			MM-116	<b>3000</b>		
		<b>King Roat</b>	EMLA-111	<b>7000</b>		
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202	<b>6000</b>		
			MM-116	<b>5000</b>		
		<b>Royal Red Honey Crisp</b>	EMLA-111	<b>2000</b>		
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202	<b>2000</b>		
			MM-116	<b>1000</b>		
		<b>Jeromine</b>	EMLA-111	<b>3000</b>		
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202	<b>3000</b>		
			MM-116	<b>1000</b>		
		<b>Red Velox</b>	EMLA-111	<b>4000</b>		
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202	<b>3000</b>		
			MM-116	<b>2000</b>		
	<b>Sub Total</b>			<b>74500</b>		

**LOT-2 (WHIP PLANTS)2018**

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

Item No.				Delivery Date as defined by Incoterms	Quantity and physical unit Numbers	Delivery (as Per Incoterms Date)		
						Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date
<b>1</b>							Ist March 2018	15 <sup>th</sup> March 2018
			<b>Description of Goods</b>					
			<b>WHIP PLANTS</b>					
		<b>Kind of Fruit Crop</b>	<b>Variety</b>	<b>Grafted on Rootstock</b>				
	<b>Apple</b>	<b>Super Chief</b>	EMLA-111		<b>2000</b>			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		<b>1000</b>			
			MM-116		<b>1000</b>			
		<b>Washington Red Delicious</b>	EMLA-111		<b>3000</b>			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		<b>2000</b>			
			MM-116		<b>1000</b>			
		<b>Ace Spur</b>	EMLA-111		<b>4000</b>			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		<b>2000</b>			
			MM-116		<b>1000</b>			
		<b>Scarlet Spur-II</b>	EMLA-111		<b>2000</b>			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		<b>1000</b>			
			MM-116		<b>1000</b>			
		<b>Sub Total</b>			<b>21000</b>			

## **LOT-2 (WHIP PLANTS)2018**

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

Item No.	Description of Goods			Quantity of items to be supplied	Insert Physical units for the quantity	Delivery (as Per Incoterms Date)					
	WHIP PLANTS					Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date Ist March 2018	Last Delivery Date 15 th March 2018			
	Kind of Fruit Crop	Variety	Grafted on Rootstock								
	Apple	Buck Eye Gala	EMLA-111		2000						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		1000						
			MM-116		1000						
	Gala Schniga Schini Co(s)		EMLA-111		3000						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		2000						
			MM-116		1000						
	Dark Baron Gala		EMLA-111		3000						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		2000						
			MM-116		1000						
	Galaval		EMLA-111		2000						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		1000						
			MM-116		1000						
	SIMMO N GALA		EMLA-111		2000						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		1000						
			MM-116		1000						
<b>Sub Total</b>					<b>24000</b>						

**LOT-2 (WHIP PLANTS)2018**

(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)

Item No.	Description of Goods			Quantity of items to be supplied	Insert Physical units for the quantity	Delivery (as Per Incoterms Date)				
	WHIP PLANTS					Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date 1st March 2018	Last Delivery Date 15 <sup>TH</sup> March 2018		
	Kind of Fruit Crop	Variety	Grafted on Rootstock							
3	Cherry	Firm Red	Gisela-5 Gisela-6		400					
		Royal Lee	Gisela-5 Gisela-6		400					
		Minnie Royal	Gisela-5 Gisela-6		400					
		Attika	Gisela-5 Gisela-6		300					
		Ulster	Gisela-5 Gisela-6		300					
		Chelan	Gisela-5 Gisela-6		300					
		Compact Stella	Gisela-5 Gisela-6		300					
		Santina	Gisela-5 Gisela-6		300					
		Celeste	Gisela-5 Gisela-6		300					
		Sub-Total			3000					
4	Plum	Black Amber	Pixy Myran Myrobalan		500					
		Black Splendor	Pixy Myran Myrobalan		500					
		Angelino	Pixy Myran Myrobalan		500					
		Durate -2	Pixy Myran Myrobalan		500					

## LOT-2 (WHIP PLANTS) 2018

(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)

Item No.	Description of Goods			Quantity of items to be supplied	Insert Physical units for the quantity	Delivery (as Per Incoterms Date)		
						Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date
8	Nectarine	Red Chief	Jaspi Controller-5 Controller-6		500			
		Cavalier	Jaspi Controller-5 Controller-6		500			
		Sunglo	Jaspi Controller-5 Controller-6		500			
		Redglo	Jaspi Controller-5 Controller-6		500			
		<b>Sub Total</b>			<b>2000</b>			
9	Walnut	Chandler	Black walnut seedling Paradox clonal RS		1000			
		Tulare	Black walnut seedling Paradox clonal RS		500			
		Cisco	Black walnut seedling Paradox clonal RS		500			
		Howard	Black walnut seedling Paradox clonal RS		1000			
		<b>Sub Total</b>			<b>3000</b>			

**LOT-2 (WHIP PLANTS) 2018**

(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)

Item No.	Description of Goods			Quantity of items to be supplied	Insert Physical units for the quantity	Delivery (as Per Incoterms Date)		
						Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date
	Kind of Fruit Crop	Variety	Grafted on Rootstock			1st March 2018	15TH March 2018	Last Delivery Date
8	Apricot	Blenheim	Citation ,Istara		500			
		Early Gold	Jaspi Controller-5 Controller-6		500			
		Katy	Jaspi Controller-5 Controller-6		500			
		Rival	Jaspi Controller-5 Controller-6		500			
		Gold Kist	Jaspi Controller-5 Controller-6		500			
	Sub Total				2500			
9	Prunes	Stanley	Black walnut seedling Paradox clonal RS		1000			
		Long John	Black walnut seedling Paradox clonal RS		1000			
	Other Hybrids	Apricum	As per Availability		500			
		Plout	As per Availability		500			
		Plum cot	As per Availability		500			
					1500			
	Peach	Early Rich	Jaspi Controller-5 Controller-6		800			
		Desiree	Jaspi Controller-5 Controller-6		600			
		Crest Heaven	Jaspi Controller-5 Controller-6		600			
					2000			
		Total			137500			

**LOT-2 (WHIP PLANTS)2019**

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

1 Item No.				Delivery Date as defined by Incoterms	Quantity and physical unit Numbers	Delivery (as Per Incoterms Date)		
						Final Destination as specified in BDS (Place of delivery)		
	WHIP PLANTS		Earliest Delivery Date		Last Delivery Date		15 <sup>th</sup> March 2018	
Kind of Fruit Crop		Variety	Grafted on Rootstock					
	Apple	Adams Apples	EMLA-111		8000			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		8000			
			MM-116		3000			
		Chelan Spur	EMLA-111		6000			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		6000			
			MM-116		3000			
		King Roat	EMLA-111		7000			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		7000			
			MM-116		5000			
		Royal Red Honey Crisp	EMLA-111		2000			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		2000			
			MM-116		1000			
		Jeromine	EMLA-111		3000			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		3000			
			MM-116		1000			
		Red Velox	EMLA-111		4000			
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		4000			
			MM-116		2000			
		<b>Sub Total</b>			<b>75000</b>			

## **LOT-2 (WHIP PLANTS)2019**

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

1	Item No.	Description of Goods			Delivery Date as defined by Incoterms	Quantity and physical unit Numbers	Delivery (as Per Incoterms Date)		
		WHIP PLANTS					Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date
	Kind of Fruit Crop	Variety	Grafted on Rootstock				Ist March 2018	15 <sup>th</sup> March 2018	
	Apple	Super Chief	EMLA-111		2000				
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		1000				
			MM-116		1000				
		Washington Red Delicious	EMLA-111		3000				
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		2000				
			MM-116		1000				
		Ace Spur	EMLA-111		3000				
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		2000				
			MM-116		1000				
		Scarlet Spur-II	EMLA-111		2000				
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		1000				
			MM-116		1000				
		Sub Total			20000				

## LOT-2 (WHIP PLANTS)2019

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

Item No.	Description of Goods			Quantity of items to be supplied	Insert Physical units for the quantity	Delivery (as Per Incoterms Date)					
	WHIP PLANTS					Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date			
	Kind of Fruit Crop	Variety	Grafted on Rootstock								
	Apple	Buck Eye Gala	EMLA-111		1500						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		1500						
			MM-116		1000						
	Gala Schniga Schini Co(s)		EMLA-111		1000						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		1000						
			MM-116		800						
	Dark Baron Gala		EMLA-111		4000						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		3000						
			MM-116		1500						
	Galaval		EMLA-111		1000						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		1000						
			MM-116		800						
	SIMMON GALA		EMLA-111		900						
			G-Series ( G-214/G-11/G-210/G-890/G-969/G-202		500						
			MM-116		500						
<b>Sub Total</b>					<b>20000</b>						

**LOT-2 (WHIP PLANTS)2019**

(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)

Item No.	Description of Goods			Quantity of items to be supplied	Insert Physical units for the quantity	Delivery (as Per Incoterms Date)					
	WHIP PLANTS					Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date Ist march 2018	Last Delivery Date 15 Th March 2018			
	Kind of Fruit Crop	Variety	Grafted on Rootstock								
3	Cherry	Firm Red	Gisela-5 Gisela-6		300						
		Royal Lee	Gisela-5 Gisela-6		300						
		Minnie Royal	Gisela-5 Gisela-6	300							
		Attika	Gisela-5 Gisela-6		300						
		Ulster	Gisela-5 Gisela-6		300						
		Chelan	Gisela-5 Gisela-6		300						
		Compact Stella	Gisela-5 Gisela-6		300						
		Santina	Gisela-5 Gisela-6		300						
		Celeste	Gisela-5 Gisela-6		200						
	Sub-Total				2600						
4	Plum	Black Amber	Pixy Myran Myrobalan		500						
		Black Splendor	Pixy Myran Myrobalan		500						
		Angelino	Pixy Myran Myrobalan		500						
		Durate -2	Pixy Myran Myrobalan		500						
					2000						

## LOT-2 (WHIP PLANTS) 2019

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

			Quantity of items to be supplied	Insert Physical units for the quantity	Delivery (as Per Incoterms Date)				
Item No.	Description of Goods				Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date	Last Delivery Date		
	Kind of Fruit Crop	Variety							
8	Nectarine	Red Chief	Jaspi Controller-5 Controller-6		500				
		Cavalier	Jaspi Controller-5 Controller-6		500				
		Sunglo	Jaspi Controller-5 Controller-6		500				
		Redglo	Jaspi Controller-5 Controller-6		500				
		<b>Sub Total</b>			<b>2000</b>				
9	Walnut	Chandler	Black walnut seedling Paradox clonal RS		1000				
		Tulare	Black walnut seedling Paradox clonal RS		500				
		Cisco	Black walnut seedling Paradox clonal RS		500				
		Howard	Black walnut seedling Paradox clonal RS		500				
		<b>Sub Total</b>			<b>2500</b>				

**LOT-2 (WHIP PLANTS) 2019**

**(The purchaser shall fill in this table, with the exception of column “Bidder’s offered Delivery date” to be filled by Bidder)**

1				Quantity of items to be supplied	Insert Physical units for the quantity	Delivery (as Per Incoterms Date)		
						Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date Ist March 2018	Last Delivery Date 15 Th March 2018
Item No.	Description of Goods			Quantity of items to be supplied	Insert Physical units for the quantity		Final Destination as specified in BDS (Place of delivery)	Earliest Delivery Date Ist March 2018
	WHIP PLANTS							
Kind of Fruit Crop	Variety	Grafted on Rootstock						
8	Apricot	Blenheim	Citation ,Istara		300			
		Early Gold	Jaspi Controller-5 Controller-6		300			
		Katy	Jaspi Controller-5 Controller-6		300			
		Rival	Jaspi Controller-5 Controller-6		300			
		Gold Kist	Jaspi Controller-5 Controller-6		300			
	<b>Sub Total</b>				<b>1500</b>			
9	Prunes	Stanley	Black walnut seedling Paradox clonal RS		800			
		Long John	Black walnut seedling Paradox clonal RS		700			
	Other Hybrids	Apricum	As per Availability		300			
		Plout			300			
		Plum cot			300			
					900			
	Peach	Early Rich	Jaspi Controller-5 Controller-6		800			
		Desiree	Jaspi Controller-5 Controller-6		600			
		Crest Heaven	Jaspi Controller-5 Controller-6		600			
					2000			
	<b>Total</b>				<b>130000</b>			



## 2. Technical Specifications

1. The nurseryman should have 'Phyto-sanitary Certificate' and 'certificate of Origin' issued by the concerned competent authority at the time of supply of the planting material and the above document should be in English Language .
2. The calliper of Rootstocks should be 9-12mm thickness and grafted plants should have thickness of between 16 to19 mm.
3. The plants should be free from soil.
4. The varietal Character of the fruit plants to be supplied should conform to the established variety as mentioned in the catalogue.
5. The nurseryman should have complete record of progeny trees i.e. the source of scion wood
6. The bud wood should have been taken from the regularly good performing productive mother trees.
7. The rootstock and scion wood should be free from all known viruses , diseases and pests.
8. The scion wood should be from known pedigree trees of established variety.
9. The nursery plants should have good rooting system conforming to the rootstock used.
10. The plants should not have any sign of cracks/wound or any winter injury.

### ➤ Shipment Conditions

11. The supplier shall at all times indemnify the purchaser, free of cost, against all third-party claims of infringement of patent rights for the plant material which is protected in the country of origin; arising from use of the said material or any part thereof in India.
12. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to the final destination. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, humid weather and precipitation during transit and open storage. The size and weight of the packing cases shall also be taken into consideration, where ever applicable, the available inland mode (s) of transport in India, the remoteness of final destination and the absence of mechanical handling facilities. Further, limitations and/ or mandatory instructions, if any in the weight, volume and size of the packages shall also be taken into consideration.
13. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements if any, as shall be expressly provided for in the contract as per the subsequent instructions given by the purchaser.
14. **Packing instruction:** Each package will be marked by the supplier at its own expense, on three sides with indelible ink/paint, with the following details:
  - a) Contract No. and date
  - b) Name and address of the consignee
  - c) Name and address of the supplier
  - d) Brief description of goods
  - e) Gross weight and outer dimension of the package
  - f) Country of origin of goods
  - g) Packing list reference, no, and
  - h) Any other requirement, relevant to the contract.
15. **Delivery of goods.** Delivery of goods shall be made by the supplier in accordance with the terms specified by the purchaser at the time of invitation of bids.
16. **Insurance:** The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage acquisition transportation, storage and delivery as indicated and the supplier shall arrange and pay for the cargo insurance, naming the purchaser as the beneficiary.

17. The material should be shipped in proper refrigerated containers (that are suitable for shipping plant materials), which should be properly fumigated before loading the containers at the nursery site(s) in Italy. The containers should preferably be 20 feet ones. Such reefers are available and same will be taken to different nursery sites to avoid exposure of plants to higher temperature. In case, the containers of 20 feet size are not available in that event containers up to 40 feet size will be used. The stacking of the plants be done in such a way that there is adequate air circulation on top, bottom and between the stacks/pallets so that proper air temperature is maintained in all parts of the container during the transportation.
18. The temperature of the containers is to be maintained between 1° to 2° centigrade throughout the shipment from nursery up to the final destination so that the plants reach the destination in good condition. Minimum three data loggers (non-digital i.e. easy to handle) are to be placed at different places inside each container (one in the front, one in the middle and one in the end) for keeping proper record of the temperature of the container during shipment and inland transportation.
19. The material has to be transported from Nursery site up to the final destination HPMC Cold Store at Parwanoo / Private cold store at Baddi in H.Pin the same containers. The containers should be loaded at the point of origin i.e. at the nursery site and should not be de-loaded at any place up to the final destination. This implies that transshipment is not at all permitted.
20. Once the container is loaded, its details i.e. Container Number and Cargo details should be communicated along with the Shipping Line whose container has been hired, also outline the name of the port and details of the voyage etc. The shipment should be trackable online by the purchaser at any point of time. The purchaser reserves the right to inspect the material on arrival in the presence of authorized person of the supplier and can take action in case any violation or breach of conditions is detected/noticed.
21. Authorized representative of the supplier should be present at the destination at the time of delivery and only in his/her presence the seals of the reefers/containers shall be opened and verified by the committee constituted for this purpose by the purchaser.
22. The shipment of the material from Nursery be carried out in lots and phases, so as to ensure proper inspection and handling of the material at the final destination
23. The planting material should have ample rooting which is an important factor for sprouting when planted in the field. To ensure maximum survival of plants in the nurseries, the client will ensure optimum growing conditions. However, in case plants do not survive uniformly within one month of plantation, proportionate cost shall be deducted from the 40% payment as per payment schedule.
24. Post Entry Quarantine Authorities will take samples for screening of pathogens on arrival of consignments and get it tested in the labs. In case any disease or pest is detected after screening then supplier will be blacklisted and the cost of virus infested plants will be recovered from the performance security of the bidder.
25. **Warranty** the supplier shall provide comprehensive warranty for a period of one year from the date of final acceptance of the supplies in good conditions & as per the technical specifications.
26. Client in its sole exclusive discretion may reject any or all the responses with or without assigning reasons and can withdraw this offer at any time before or after the submission of bids.  
The goods supplied under this contract shall conform to the standards mentioned in the 'Technical Specifications' authoritative standards as applicable to the 'goods' in the country of origin.
27. The shortlisted nurseryman will ensure to depute his representative authorised by him to supervise plantation of planting material at the plantation site, who has adequate

knowledge and experience of undertaking such works in order to ensure maximum survival of planting material.

### **3. Inspections and Tests**

Pre dispatch inspections and tests shall be performed as under:

1. Pre-dispatch physical verification of the nurseries and planting material to be supplied by the Nurseryman to ascertain that the planting material is coming from original source.
2. Inspection of the planting material in the premises of the supplier to ascertain that the planting material is healthy (free from pests and diseases) and meets the technical specifications provided in the bidding document.

## Section VIII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

<b>1. Definitions</b>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>(a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li> <li>(b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>(c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li> <li>(d) “Day” means calendar day.</li> <li>(e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>(f) “GCC” means the General Conditions of Contract.</li> <li>(g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(h) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).</li> <li>(i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.</li> <li>(j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</li> <li>(k) “SCC” means the Special Conditions of Contract.</li> <li>(l) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</li> <li>(m) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</li> <li>(n) “The Project Site,” where applicable, means the place named in the SCC.</li> </ul>
<b>2. Contract</b>	2.1 Subject to the order of precedence set forth in the Contract

<b>Documents</b>	Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
<b>3. Corrupt and Fraudulent Practices</b>	<p>3.1 The State Government requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.</p> <p>3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
<b>4. Interpretation</b>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p><b>4.2 Incoterms</b></p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.</p> <p><b>4.3 Entire Agreement</b></p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p> <p><b>4.4 Amendment</b></p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p><b>4.5 Non- waiver</b></p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p><b>4.6 Severability</b></p> <p>If any provision or condition of the Contract is prohibited or rendered</p>

	invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
<b>5. Language</b>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the <b>SCC</b>. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
<b>6. Joint Venture, Consortium or Association</b>	6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
<b>7. Eligibility</b>	<p>7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
<b>8. Notices</b>	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<b>9. Governing Law</b>	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the <b>SCC</b>.</p> <p>9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country when</p> <p>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or</p> <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 from</p>

	that country or any payments to any country, person, or entity in that country.
<b>10 Settlement of Disputes</b>	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the SCC</b>.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</li> <li>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</li> </ul>
<b>11. Inspections and Audit by the Bank</b>	<p>11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.</p> <p>11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the State Government and/or persons appointed by the State Government to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the State Government if requested by the State Government. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, <i>inter alia</i>, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)</p>
<b>12. Scope of Supply</b>	12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>13. Delivery and Documents</b>	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .
<b>14. Supplier's Responsibilities</b>	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

<b>15 Contract Price</b>	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the <b>SCC</b> .
<b>16. Terms of Payment</b>	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b>, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the <b>SCC</b>, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
<b>17. Taxes and Duties</b>	<p>17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>

<b>18. Performance Security</b>	<p>18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the <b>SCC</b>.</p> <p>18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the <b>SCC</b>, or in another format acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the <b>SCC</b>.</p>
<b>19. Copyright</b>	<p>19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party</p>
<b>20. Confidential Information</b>	<p>20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>(a) <b>the Purchaser or Supplier need to share with the State Government or other institutions participating in the financing of the Contract;</b></li> <li>(b) <b>now or hereafter enters the public domain through no fault of that party;</b></li> <li>(c) <b>can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</b></li> </ul>

	<p>(d) <b>otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</b></p> <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
<b>21. Subcontracting</b>	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
<b>22. Specifications and Standards</b>	<p>22.1 Technical Specifications and Drawings</p> <p>(a) <b>The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</b></p> <p>(b) <b>The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</b></p> <p>(c) <b>Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</b></p>
<b>23. Packing and Documents</b>	<p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other</p>

		instructions ordered by the Purchaser.
<b>24. Insurance</b>	24.1	Unless otherwise specified in the <b>SCC</b> , the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the <b>SCC</b> .
<b>25. Transportation and Incidental Services</b>	25.1	Unless otherwise specified in the <b>SCC</b> , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
	25.2	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, <b>specified in SCC</b>:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul>
	25.3	Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
<b>26. Inspections and Tests</b>	26.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b> .
	26.2	The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the <b>SCC</b> . Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
	26.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	26.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or

	<p>consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.</p> <p>26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<p><b>27. Liquidated Damages</b></p>	<p>27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those <b>SCC</b>. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<p><b>28. Warranty</b></p>	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>28.3 Unless otherwise specified in the <b>SCC</b>, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the <b>SCC</b>, or for eighteen (18) months after</p>

	<p>the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the <b>SCC</b>, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the <b>SCC</b>, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
<p><b>29. Patent Indemnity</b></p>	<p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p class="list-item-l1">(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p class="list-item-l1">(b) the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p>

	29.5	The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
<b>30 Limitation of Liability</b>	30.1	<p>Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</li> <li>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement</li> </ul>
<b>31. Change in Laws and Regulations</b>	31.1	Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
<b>32. Force Majeure</b>	32.1	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	32.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	32.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause

	<p>thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<b>33. Change Orders and Contract Amendments</b>	<p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) <b>drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</b></li> <li>(b) <b>the method of shipment or packing;</b></li> <li>(c) <b>the place of delivery; and</b></li> <li>(d) <b>the Related Services to be provided by the Supplier.</b></li> </ul> <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>34. Extensions of Time</b>	<p>34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
<b>35. Termination</b>	<b>35.1 Termination for Default</b>

	<p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.</li> </ul> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<b>36. Assignment</b>	36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written

	consent of the other party.
<b>37. Export Restriction</b>	<p>37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.</p>

# APPENDIX TO GENERAL CONDITIONS

## Policy- Corrupt and Fraudulent Practices

### **“Fraud and Corruption:**

1.16 It is the State Government policy to require that Borrowers (including beneficiaries of (text in this Appendix shall not be modified) 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.<sup>9</sup> 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;<sup>10</sup>;
  - (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;<sup>11</sup>
  - (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;<sup>12</sup>
  - (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;<sup>13</sup>
  - (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

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<sup>9</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>10</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>11</sup> For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

<sup>12</sup> For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>13</sup> For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (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 mis-procurement 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 the prevailing Bank's sanctions procedures,<sup>14</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a State Government - financed contract; and (ii) to be a nominated<sup>15</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the State Government to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the State Government ”

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<sup>14</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, *inter alia*, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>15</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

## Section IX. Special Conditions of Contract

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

<b>GCC 1.1(i)</b>	The Purchaser's country is: India
<b>GCC 1.1(j)</b>	The Purchaser is:
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is: Parwanoo/ Baddi, District Solan, Himachal Pradesh, INDIA
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be <i>Incoterms-2010</i>
<b>GCC 5.1</b>	The language shall be: <i>English</i>
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be:</p> <p>Attention:</p> <p>Address:</p> <p>City:</p> <p>ZIP Code: Country: :Indi</p> <p>Telephone:</p> <p>E-Mail:</p>
<b>GCC 9.1</b>	The governing law shall be the law of <i>India</i>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>Contracts with foreign Supplier:</b></p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined</p>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p><b>For Goods supplied from abroad:</b></p> <p>Upon delivery of the goods to the consignee the supplier shall notify the purchaser and mail the following documents to the purchaser and Bank (in case of LC payment):</p> <ol style="list-style-type: none"> <li>1) One original and two copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;</li> <li>2) Copy of shipment bill marked freight prepaid;</li> <li>3) Three Copies of packing list identifying contents of each package;</li> <li>4) Insurance certificate;</li> <li>5) Original Nurserymen's warranty certificate;</li> <li>6) Original Nurserymen's Test report; and</li> </ol>

	<p>7) Certificate of origin</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for anyconsequent expenses.</p>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract.</p>
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in the currency of the bid in the following manner:</p> <p>(i) <b>On Shipment:</b> Sixty (60%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.1.</p> <p>(ii) <b>On Acceptance:</b> Twenty (20%) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the <b>acceptance certificate</b> issued by the Purchaser in the presence of nurseryman/authorized dealer.</p> <p>(iii) Balance forty (20%) percent after ensuring survival of imported plants i.e after 45 days of plantation on the PEQ sites under supervision of the Nurseryman or authorized representative of the Nurseryman.</p> <p>Payment of local currency portion shall be made in <u>Indian Currency</u> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
<b>GCC 16.5</b>	<p>The interest rate that shall be applied is <i>4% per annum</i></p>
<b>GCC 18.1</b>	<p>a) Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the yearly Contract Price, valid up to minimum 60 days after the date of completion of all contractual obligations, including the Warranty obligations as per Technical specifications no. 25 mentioned in Schedule of requirements of Contract.</p>
<b>GCC 18.3</b>	<p>The performance security mentioned under GCC 18.1 a) above shall be in the form of a bank guarantee and the named Beneficiary shall be “.....”. The Bank Guarantee shall be issued either by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank (in case of Bank Guarantee issued by a foreign Bank, it must be confirmed by any Nationalized or Scheduled bank in India) acceptable to the Purchaser and in the format provided in the bidding document.</p>
<b>GCC 18.4</b>	<p>The performance security mentioned under GCC 18.1 a) and b) above will be discharged by the Purchaser and returned to the Supplier not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract.</p>

<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: Each package will be marked on three sides with proper paint /indelible ink, as per the following:  1. Project Name 2. Contract No: 3. Country of Origin of Goods: ..... 4. Supplier's Name: ..... 5. Planting material Name : 6. Packing list reference number: ..... 6. NOT FOR SALE 7. Destination: _____ INDIA
<b>GCC 24.1</b>	The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 26.1</b>	The inspections and tests shall be carried out by authorized representative of the Purchaser.
<b>GCC 26.2</b>	The Inspections and tests shall be conducted: <i>At the place of the origin of the planting material.</i> i.e. pre dispatch inspection.
<b>GCC 27.1</b>	The liquidated damage shall be: <b>0.5% per week.</b>
<b>GCC 27.1</b>	<b>Maximum deduction is 10%.</b> of the contract Value
<b>GCC 28.3</b>	N.A
<b>GCC 28.5</b>	N.A

## **Section X. Contract Forms**

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## 1. Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

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

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

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

You are requested to furnish the Performance Security within 28 days in accordance with the  
Conditions of Contract, using for that purpose the of the Performance Security Form included in  
Section X, Contract Forms, of the Bidding Document.

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

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

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

### **Attachment: Contract Agreement**

## 2. Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier

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

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

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

### 3. Performance Security (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

**PERFORMANCE GUARANTEE No.:** [Insert guarantee reference number]

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

We have been informed that \_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of \_ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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

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

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

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[signature(s)]

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

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## 4. Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

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

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

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*[signature(s)]*

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

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser