



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

Project Coordination Unit (PCU) of the World Bank financed

Assam Agri-business & Rural Transformation Project (APART)

Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022

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No. ARIASS/APART/MISC./169/2017/61

Dated Guwahati the 21st January, 2021

OFFICE MEMORANDUM

On Community Procurement by

Farmer Producer Companies (FPCs) / Industry Associations (I.A.s)

Under World Bank financed APART

The following guideline for the Community Procurements to be carried out by the FPCs/ IAs are hereby notified, which shall come into force with immediate effect and shall prevail until further orders.

A) General Conditions:

- 1) All procurement conducted under Community Procurement shall comply with World Bank's Sanctions Framework (Ref. **Annex -1**).
- 2) Any individual or firm that has been sanctioned by the World Bank shall be ineligible to be awarded a Bank-financed contract or benefit from a Bank financed contract, financially or otherwise during such period of time as Bank as determined. List of debarred firms and individuals is available at www.worldbank.org/debarr.
- 3) APART supports FPCs in the production-end and IAs on the processing-end in the targeted districts of Assam, *inter alia* for small civil works for common infrastructure as well as common equipment & materials for their activities. These Community Procurement guideline aims to empower the FPC/IAs to become more efficient and to make their procurements as transparent as possible, therefore to keep it relevant with the project objectives, the State Project Director, ARIAS Society, reserves the right to amend these guidelines at any point of time or cancel the guidelines or issue fresh guidelines.

B) Guidelines for Community Procurements

- 1) **Ensuring principles of competitiveness, transparency, quality etc.:**
 - Quality Assurance: Materials/equipment having BIS certification (wherever applicable/feasible) shall be procured, preferably from the manufacturer's authorized local vendors/dealers/agents.
 - Quality Control: Simple methods for undertaking tests and checks for different materials/equipments shall be demonstrated by the concerned Technical Staff/Engineer from department.
 - Quantity Assurance: Quantities required to execute a work satisfactorily shall be worked out prior to procurement scheduling, so as to avoid wasteful purchase.
 - Timing: Delivery of materials/ equipments shall match the commencement and progress/ completion of the works.
 - Rates: The rates at which the materials/equipments are to be procured shall be reasonable and commensurate to the market price for similar quality and the quantity being purchased.
- 2) Indicative list of items that may be required by FPCs/ IAs are given at **Annex-2**. The types of machineries required by FPCs/IAs could be high in number, but the quantities could be small.

3) **Procurement Committee:** Each FPC/IA shall notify a Procurement Committee consisting of the following members.

1. One member from the Board of Directors of the FPC/IA : Chairperson
2. Technical Representative-1 having knowledge of the subject matter of the procurement (from any nearby academic institution) : Invited Technical Member
3. Account Officer (preferably a Govt. employee) or Accounts Officer of the KVK or Accounts Officer of the respective FPC/IA : Member
4. One Farmer Member / One entrepreneur Member (preferably a women) : Member
5. Technical Representative-2 (preferably a Govt. employee) : Member
6. District Social/ Environmental Co-ordinator of APART (Optional) : Invited Member
(applicable only during the project life of 'APART')

Note:

- a) **For procurements above Rupees seventy lakh (Rs.70.0 lakh) by Industry Associations,** it shall be mandatory to include **(i)** the General Manager of the respective DICC or his representative and **(ii)** the Procurement Management Executive, PCU, ARIAS Society as members in the Procurement Committee, in addition to the member cited at para 3 above.
- b) The Procurement Committee shall function in a transparent manner ensuring competition, fairness and eliminating arbitrariness in their procurement process.
- c) The respective Procurement Committee shall undertake all the key steps of the procurement such as drafting of specifications/ scope of work; issue of advertisement notice/ Request for Quotation (RFQ) document; receive/open/evaluate quotations; take decision on award of work/ supply order, oversee contract management/ execution of works, recommend payments etc.
- d) No member of the Committee shall be reporting directly to any other member of the Committee.
- e) Each Procurement Committee shall constitute a three (3) member's **Procurement Sub-committee Committee**, *out of the members of the procurement committee*, for undertaking the authorized procurements through Direct Purchase and Spot Purchase.

4) **Estimated value of Procurement and Procurement methods:** The following procurement method are to be followed for different estimated values of Procurement:

#	Estimated value of Procurement	Procurement method	Remarks
1)	Up to Rs.50,000/- per contract (Ref.#1)	Direct Purchase (without quotation) from local vendor/ contractor. (Ref.#1)	<ul style="list-style-type: none"> • The respective procurement committee shall ensure that quantity of the materials/ equipment are not split into smaller-sized procurements to avoid competitive processes. • The sub-committee shall jointly give a certificate on the invoice/bill stating that- "We, the three members of the procurement sub-committee of (name of FPC/I.A.), are personally satisfied that these goods purchased are of the requisite quality & specification and have been purchased from a reliable supplier at a reasonable price, commensurate to the market price"

#	Estimated value of Procurement	Procurement method	Remarks
2)	Rs.50,001/- and below Rs.2,50,000/- (Ref.#1)	Market survey and Spot Purchase by a three members sub-Committee of the Procurement Committee. (Ref.#1)	<ul style="list-style-type: none"> • A three member's Procurement Sub-committee shall survey the market to ascertain reasonableness of rate, quality & specifications and identify the appropriate supplier. • Before recommending placement of the purchase order, the sub-committee members will jointly certificate that- "<i>Certified that we, members of the purchase sub-committee of (name of FPC/I.A.), are jointly and individually satisfied that the equipments/materials recommended for purchase are of the requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question</i>"
3)	Rs.2,50,001/- and below Rs.25,00,000/- (Ref. #2)	Request for Quotation (RFQ) method (<i>Limited or Open Tendering</i>) (Ref.#2)	<ul style="list-style-type: none"> • The respective procurement Committee shall request for valid quotations normally from not fewer than three (3) firms/ reputed vendors from local area. (Advertisement is optional). A sample RFQ document is enclosed.
4)	Rs.25,00,001/- and Rs.70,00,00/- (Ref.#2)	Request for Quotation (RFQ) method (Open Tendering) (Ref.#2)	<ul style="list-style-type: none"> • The respective procurement Committee shall publish an abridged version of the advertisement in a local and a widely circulated State Daily newspaper and include detailed advertisement in the RFQ document (Advertisement is mandatory). • The respective procurement Committee shall upload the RFQ document in its website (<i>if available or in ARIASS's website</i>) to enable prospective bidders to make use of the document by downloading from the web site.
5)	Rs.70,00,01/- and Above (Ref.#3)	National Competitive Bidding (NCB) method (Open Tendering) (Ref.#3)	<ul style="list-style-type: none"> • For procurements above Rupees seventy lakh (Rs.70.0 lakh) by Industry Associations, it shall be mandatory to include (i) the General Manager of the respective DICCC or his representative and (ii) the Procurement Management Executive, PCU, ARIAS Society as members in the Procurement Committee, in addition to the member cited at para 3. • The respective procurement Committee shall follow National Competitive Bidding (NCB) procedure of the World Bank and shall publish an abridged version of the advertisement atleast in one local and one widely circulated

#	Estimated value of Procurement	Procurement method	Remarks
			<p>National Daily newspaper and include detailed advertisement notice in the Bidding Document. (Advertisement is mandatory).</p> <ul style="list-style-type: none"> The respective procurement Committee shall upload the NCB document in its website (<i>if available or in ARIASS's website</i>) to enable prospective bidders to make use of the document by downloading from the website.

#1 Simple civil works like earthwork, masonry work, etc. may be executed by engaging skilled and unskilled labour as well as support persons on daily wages. The Procurement Committee shall supervise the execution of work at their level and appropriate records shall be kept.

#2 Sample draft RFQ document is available in the website of ARIAS Society (Annex-3)

#3 Sample draft NCB document is available in the website of ARIAS Society

5) **Preparation of Grant Proposal Report (GPR):** Each FPC/I.A. shall prepare their respective GPR, including the equipment/ materials to be procured, for approval by the PCU or by a committee constituted by SPD, ARIAS Society, containing the following.

- | | |
|--|--|
| a. Executive Summary (brief about the proposal) | h. Revenue Options & Financial viability |
| b. Introduction (about the FPC and the proposal) | i. Economic Appraisal |
| c. Justification for the proposal | j. Environmental Concerns & Assessment |
| d. Details of component wise overview | k. Security Aspects |
| e. Cost estimates (including the equipment/ materials) | l. Implementation Strategy |
| f. Risk Assessment | m. Conclusion |
| g. Financing Options | |

6) **Request for Quotation (RFQ)/Bidding Document:** The FPC/I.A. shall be mandatorily required to use the Sample RFQ/Bidding Document provided in the website of the ARIAS Society. All the essential information, which a bidder needs for submitting a responsive quotation/bid, shall be clearly spelt out in the RFQ/Bidding Document. The document shall contain, *inter alia* the following:

- a) Description and Specifications of the Works/ equipments/materials including the nature, quantity, time and place or places of delivery.
- b) Criteria for eligibility and qualifications to be met by the bidders such as prior minimum turnover, minimum level of experience, past performance, technical capability, manufacturing facilities, etc or limitation for participation of the bidders, if any.
- c) Eligibility criteria for goods indicating any legal restrictions or conditions about the origin of goods etc. which may be required to be met by the successful bidder.
- d) Date, time and place for delivering Quotations; Date, time and place of opening of the bid.
- e) Criteria for evaluation of Quotations and award of contract.
- f) Essential terms of the contract.

7) **Receipt/Evaluation of Quotations and Award of Contracts etc.:** The Procurement Committee of the respective FPC/IA shall ensure that all the norms cited in the sample RFQ/bidding document provided in the website of ARIAS Society are strictly adhered to, with particular attention to the following provisions:

a) Receipt of Quotation

Note: In the case of advertised RFQ or limited RFQ, any quotations received late (i.e. received after the specified date and time for receipt) shall not be considered.

b) Evaluation of Quotations and Award of Contracts

Note: The Procurement Committee of respective FPCs/IAs are required to award the contract to the bidder whose quotation/bid has been determined to be substantially responsive (i.e. which are duly signed and conform to the terms & conditions, and specification) and who has offered the lowest evaluated price and who meets the laid down qualification criteria.

c) Payment terms & Conditions

(i) Payment shall be made after within 15 (fifteen) days after delivery and acceptance of the goods/equipment in case of RFQ method of procurement and within maximum 60 (sixty) days in case of NCB document.

(ii) **However, depending on the market dynamics of the items to be procured, project may give 'Guarantee' on behalf of FPCs/IAs, if advance payment is required.** Nevertheless, the final payment shall be made only after completion of the delivery and installation/commission of the items.

8) **Procurement Documentation:** The Chairman of the Procurement Committee shall ensure that the following documentations are retained in the respective FPC/IA. and preserved safely for audit by ARIAS Society/ World Bank/ Statutory Auditors.

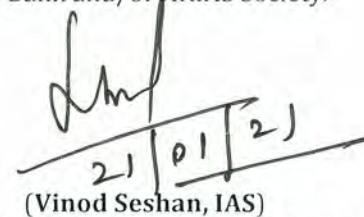
- | | |
|--|---|
| a) Approved Technical Specification | e) Evaluation of quotations, Minutes of the Procurement Committee meeting and supply/ work order issued |
| b) Approved RFQ document issued to bidders | |
| c) Advertisement notice of RFQ/ letter requesting RFQ/ Displayed information about the procurement in notice board | f) Invoices/Bills of the supplier/contractor and related payment records |
| d) Quotation received (Quotation opening minutes) | g) Stock/ Asset register of the FPC/I.A. showing the procured Goods/ Works |

9) **Information Disclosure:** The Procurement Committee shall display a statement for each procurement containing the following information on the office notice board of the respective FPC/I.A. and also in the their website, if available:

- Name of the Procurement item with quantity/scope of the contract and the approved estimated cost
- Name of the winning bidder and the contract price, and date of contract award
- Name of bidders who submitted quotations, their Quoted prices as read out at quotation opening time
- Date of completion of contract.

- 10) The APART Project is required to comply with the World Bank's Anti-Corruption Guidelines and also adhere to the laws against fraud & corruption in force in India namely, "Prevention of Corruption Act 1988" (with latest amendments). In further pursuance of this policy, the FPCs/I.A.s shall permit, and shall cause its contractors, subcontractors, suppliers, etc. and their personnel to permit, the World Bank and the ARIAS Society or their authorized agents to inspect all the accounts, records and other documents relating to the procurement process, bid submission, contract performance, payment details etc. and to have them audited by auditors appointed by the World Bank and/or ARIAS Society.

Enclo.: As above



21/01/21

(Vinod Seshan, IAS)

State Project Director, ARIAS Society

Copy to the:

1. Principal Secretary and APC, to the Govt. of Assam, Agriculture Deptt. & Chairman, ARIAS Society, Dispur
2. Commissioner & Secretary/Secretary, Agriculture/ Industries & Commerce/ Fisheries/AH & Veterinary/ Handloom, Textiles and Sericulture.
3. Mr. Bekzod Shamsiev Task Team Leader, World Bank (APART)/ Mr. Robin Kumar Thakur, Procurement Specialist, World Bank
4. Directors of Agriculture/ Horticulture & FP/ Fisheries/ AH & Veterinary/ Dairy Development/ Handloom & Textiles/ Sericulture
5. Director of Research, Assam Agricultural University
6. Chief Executive Officer, ASAMB/ Managing Director, ASWC/WAMUL/ALPCo
7. All PD, ATMAs/DFDOs/ DVOs/ other District level officers related to APART
8. Internal: All concerned

Annex -1
WBG's Sanctions Framework

1) **Purpose**

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

2) **Requirements**

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Sanctions, pursuant the Banks' Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework any firm or individual – determined at any time by the Bank to have engaged in Fraud and Corruption in connection with the procurement process, selection and/or execution of a Bank- financed contract;
- e. Requires that a clause be included in request for bids/request for proposals documents and in contracts financed by a Bank loan, requiring bidders (applicants/proposers), consultants, contractors, and suppliers; and their subcontractors, sub-consultants, agents, personnel, consultants, service providers

or suppliers, permit the Bank to inspect¹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank;

- f. Requires that, for Bank-financed operations to be implemented utilizing national procurement arrangements, as well as PPPs, agreed by the Bank, bidders (applicants/proposers) and consultants submitting bids/proposals will be required to accept the application of, and agree to comply with, the Anti-Corruption Guidelines during the procurement process, selection and/or contract execution, including the Bank's right to sanction as set forth in paragraph 2.2 d., and the Banks' inspection and audit rights as set forth in paragraph 2.2 e. Borrowers shall consult and apply the World Bank Group's lists of firms and individuals suspended or debarred. In the event a Borrower signs a contract with a firm or an individual suspended or debarred by the World Bank Group, the bank does not finance the related expenditures and may apply other remedies as appropriate; and
- g. Requires that, when a Borrower selects a United Nations (UN) agency to provide goods, works, non-consulting services and technical assistance services in accordance with paragraphs 6.47-6.48 and 7.27-7.28 of these **Procurement Regulations** under an agreement signed between the Borrower and UN agency, the above provisions of paragraph 2 of this annex regarding sanctions on Fraud and Corruption shall apply in their entirety to all contractors, consultants, sub-contractors, sub-consultants, service providers, suppliers, and their employees, that signed contract with the UN agency. As an exception to the foregoing, paragraphs 2.2 d. and 2.2 e. do not apply to the UN agency and its employee, and paragraph 2.2 e. does not apply to the contracts between the UN agency and its service providers and suppliers. In such cases, the UN agency applies its own rules and regulations for investigating allegations of Fraud and Corruption, subject to such terms and conditions as the Bank and the UN agency may agree, including an obligation to periodically inform the Bank of the decisions and actions taken. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. UN agencies shall consult the World Bank Group's list of firms and individuals suspended and debarred. In the event a UN agency signs a contract or purchase order with a firm or an individual suspended or debarred by the World Bank Group, the Bank does not finance the related expenditures and may apply other remedies as appropriate.

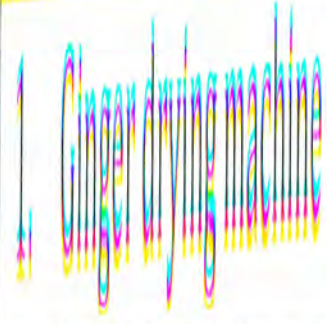
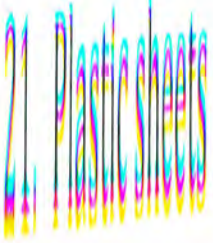
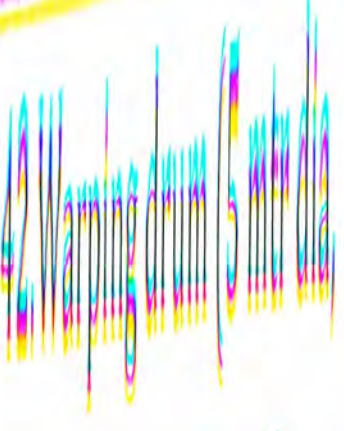
2.3 With the specific agreement of the Bank, a Borrower may introduce in the request for bids/request for proposal document for contract financed by the Bank, a requirement that the bidder or consultant include in the bid or proposal an undertaking of the bidder or consultant to observe, in the Procurement Process, the country's laws against fraud and corruption (including bribery) as such laws have been identified in the request for bids/request for proposals documents. The Bank will accept the introduction of such a requirement at the request of the Borrower, provided the arrangements governing the undertaking are satisfactory to the Bank.

#1 Page 67-69 of the '*the World Bank Procurement Regulations for IPF Borrowers*' available at – <https://ppfdocuments.azureedge.net/083b3f94-a932-4395-a410-834f8bc14f8c.pdf>

¹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigation/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Annex-2

Indicative requirement of Goods for FPCs

 <ol style="list-style-type: none"> 2. Rice Mill (including pre cleaner, husker, polisher, separator, sifter, de-stoner, loader) 3. Banana natural ripening chambers 4. Hand pallet truck 5. Weighing scale 6. Potato grader 7. Paddy dryer 8. Stitching and bagging machine 9. Liner bags 10. Water tank 11. Plumbing and allied equipment 12. Collapsible crates 13. Knife 14. Scissors 15. Digital weighing machines 16. Shade net 17. weighing machine 18. Lea strength tester 19. Wrap reel 20. Light fastener tester 	 <ol style="list-style-type: none"> 22. Fumigation equipment 23. Sprayer 24. Tarpaulin 25. Tables 26. Chairs 27. Steel tables 28. Almirah 29. Laptop computer 30. Printer 31. Scanner 32. AI servicing kit 33. Deep freezer 34. Refrigerator 35. Live animal 36. Mini feed mill with grinder and mixer 37. Solar cell panels 38. DG set 39. Washing fastness tester 40. AATCC Grey Scale (Change in Color) 41. AATCC Grey Scale (Staining) 	 <p style="text-align: center;">including creels, bobbins etc.)</p> <ol style="list-style-type: none"> 43. Degumming kit 44. Air Conditioning machine 45. Sample loom with jacquards 46. Two roller calendaring machine 47. Embroidery Machine 48. Stitching machines 49. Interlocking machine 50. Enzyme washer 51. Maize dryer 52. Maize sheller 53. Ginger and turmeric washing unit (washer) 54. Potato size grader, 55. Packing materials for grains, fruits and vegetables etc 56. Banana ripening chambers, 57. Banana chip making unit, 58. Mustard milling unit.
<p><i>This is an indicative list only and will be updated from time to time. Any other item required by FPC for better commodity management" with approval of SPD will be added.</i></p>		

Indicative requirement of Goods for I.A.s

1. Parboiling Drier in SS with SS Air Duct	14. 40T Parboiling Drier in SS with SS Air Duct	27. 40T Parboiling Drier in SS with SS Air Duct
2. Automatic System for Ghani	15. Automatic System for Ghani	28. Automatic System for Ghani
3. Boiler accessories with WTP, Steam line, Boiler erection	16. Boiler accessories with WTP, Steam line, Boiler erection	29. Boiler accessories with WTP, Steam line, Boiler erection
4. Centrifugal Fan	17. Centrifugal Fan	30. Centrifugal Fan
5. Compressor, AC for CS, Water pump, UPS etc	18. Compressor, AC for CS, Water pump, UPS etc	31. Compressor, AC for CS, Water pump, UPS etc
6. DG Set	19. DG Set	32. DG Set
7. Filter	20. Filter	33. Filter
8. King Oil Expeller	21. King Oil Expeller	34. King Oil Expeller
9. M S Fabricated Seed Cleaner	22. M S Fabricated Seed Cleaner	35. M S Fabricated Seed Cleaner
10. Packaging Machine	23. Packaging Machine	36. Packaging Machine
11. Pre cleaner	24. Pre cleaner	37. Pre cleaner
12. Thickness Grader	25. Thickness Grader	38. Thickness Grader
13. Ventury (10 HP)	26. Waterjet Polisher with Water Pump & Accessories	39. Weigh Bridge
<p><i>This is an indicative list only and will be updated from time to time. Any other item required by I.As for better commodity management" with approval of SPD will be added.</i></p>		

Annex-3

Sample Request for Quotation (RFQ) document

**PROCUREMENT OF GOODS
THROUGH
REQUEST FOR QUOTATION (RFQ)/SHOPPING PROCEDURES**

..... (month) 20..... (year)

REQUEST FOR QUOTATIONS

Procurement of Goods under RFQ

Request for Quotations Notice
(Single Envelope Bidding Process)

Purchaser: *[insert the name of the purchasing FPC/I.A. agency]*

Contract title: *[insert the name of the contract]*

RFQ No:.....

Date: *[insert date when RFQ is issued to the market]*

- 1. The *[insert name of purchasing FPC/I.A. agency]* invites quotations manually from eligible bidders for the following goods.

Sl. No.	Brief Description of the Goods	Specifications*	Unit & Quantity	Delivery Period	Place of Delivery	Installation Requirement if any
1						
2						
3						
4						
..						

[Where BIS certification marked goods are available in market, purchaser should generally limit the procurement to goods with those or equivalent marking only.]*

- 2. The Bidders may submit Quotations for any or all items. *[Purchaser should select one of the two options.]*
- 3. The RFQ Document is attached to this Procurement notice and it includes documents to facilitate preparation and submission of quotations, criteria for qualification, evaluation procedure, award of contract and relevant forms to be filled by bidders.
- 4. The Quotation shall be submitted in a sealed envelope addressed to “..... (address of Purchaser) ” on or before..... (date) *(purchaser to allow minimum 14 days bidding time)* by **2.00 PM**. Any quotation or modifications to quotation received after the deadline shall not be considered and returned unopened as received.
- 6. The Quotations will be opened on the same day, i.e., (date) at **2.10 PM** in the presence of the bidders or their representatives who choose to attend at the office of the undersigned. The sealed envelope should be superscribed as “Quotation for; Not to be opened before (date) at 2.10 PM”. If the office happens to be closed on the date of opening of the Quotations as specified, the Quotations will be opened on the next working day at the same time.
- 9. Other details can be seen in the RFQ document. The RFQ document may be obtained from the office of the Purchaser at the address given below by paying a fee of Rs. or the RFQ document may be downloaded free of cost from the website (give the URL)
- 10. The (name of the purchasing FPC/I.A. agency) shall not be held liable for any delay in the receipt of Quotations. A Bidder requiring any clarification of the RFQ document may visit the office of the Purchaser at the address given below.

[Insert name of office]
[Insert name of officer and title]
[Insert postal address and/or street address, postal code, city and country]
[Insert telephone number, country and city codes]
[Insert email address]
[Insert web site address]

RFQ No:

Date:

Terms and Conditions

1. **Eligibility:** A Bidder

(a) shall not participate in more than one Quotation;

(b) shall not have conflict of interest as defined in the World Bank's Procurement Regulations; and

(c) should not have been

(i) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or

(ii) blacklisted or suspended by Central or any State Government Departments in India.

2. **Clarifications & Amendments:** A prospective bidder requiring any clarification may visit the office of the (name of the *purchasing FPC/I.A. agency*) before the closing date and time of quotation submission to get clarifications on the quotation. Amendments may be issued by the purchaser till seven (7) working days before the closing date of this Quotation and the related corrigendum will be issued in connection with this Quotation.

3. **Preparation and Submission of Quotation:**

(a) Quotation shall be addressed to "..... (Address of Purchaser)."

(b) Quotations shall be submitted as per the format given at Appendix- I along with other supporting documents as mentioned in the bid with a copy of the RFQ placed in a single sealed envelope, clearly marked as "Quotation for supply; Not to be opened before20.... at 2.10 PM". The name of the bidder, address and contact no. should be mentioned on the reverse of the sealed envelope.

(c) All pages of the quotation shall be signed and stamped by the authorized person to indicate that the bidder has agreed to all terms and conditions of the quotation. Overwriting, alterations, if any, in the quotation should be signed by the authorized signatory.

(d) Quotation not accompanied by specified documents, self-declarations, signatures may be rejected by the office as non-responsive and may not be evaluated.

(e) All duties, taxes and other levies payable by the bidder under the contract shall be shown separately.

4. **The Quotation shall comprise the following:**

(a) Letter of Quotation;

(b) Delivery Period Offered: List of Goods & Related Services indicating Bidder's offered delivery period in the prescribed Form;

(c) Technical Specifications: confirmation that the offered Goods and Related Services conform to the required specifications;

(d) Evidence in accordance with Clause 8 establishing Bidder's qualifications to perform the contract, if its quotation is accepted;

(e) Performance Statement² of supplies of similar goods made during the last 3 years, in the prescribed Format;

(f) Complete address and contact details of the Bidder having the following information:

Name of Firm; Address for communication; Telephone No(s): Office/ Mobile No.; Email ID

5. **Quotation Prices**

a) The contract shall be for the full quantity for all items or for full quantity of each item, as specified in the Price Quotation Form. Corrections, if any, can be carried out by editing the information before bid submission.

b) All duties, taxes and other levies payable on the raw materials and components shall be included in the total price.

² Purchaser may delete this requirement in case of simple and regular off the shelf items.

- c) GST and any other taxes, which will be payable on the goods at the time of invoicing in connection with the sale, shall be shown separately. If these are only stated to be extra, such quotations are liable to be rejected. Wherever these taxes are not shown, these will be assumed to have been included in the quoted price.
 - d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - e) The Prices shall be quoted in Indian Rupees only.
6. **Conformity of Goods:** the Bidder shall furnish as part of the Technical Part of Quotation, documentary evidence that the Goods conform to the technical specifications and standards, as relevant for example catalogue, warranty/ guarantee etc. of the manufacturer [*purchaser to specify what documents should be submitted by the bidders.*].
7. **Qualification of the Bidder:**
- (a) Bidder should have supplied goods of similar type (& capacity) up to at least 100% quantity in any one of last 3 years. Details of supplies made during the last 3 years shall be submitted in the specified Proforma. Atleast 40 % of the quantity in case of equipment offered for supply should have been in successful operation for at least one year as on date of quotation opening.
 - (b) Supplies for any particular item in each quotation should be from one manufacturer only. Quotations offering supplies from different manufacturers for the same item in the quotation will be treated as non-responsive.
8. **Validity of Quotation:** Quotation shall remain valid for a period not less than **15 days** after the deadline date specified for submission.
9. **Signing of Quotations:** The name and position held by each person signing the quotation and related documents must be typed or printed below the signature.
10. **Quotation Submission:** Bidders may submit their sealed envelopes containing the bids by post or by hand or drop in the box earmarked by the purchaser. The copies of all the supporting documents shall be signed/ self attested by the Bidder.
11. **Opening and Evaluation of Quotations:** The Quotations will be opened publicly on the specified date and time.
- (a) The (Purchaser) shall examine the quotation to determine whether the quotation **(a)** has been properly signed (Clause 9); **(b)** meets the eligibility criteria (Clause 7); **(c)** conforms to all terms, conditions, technical specifications, warranty/guarantee etc.; and **(d)** the bidder has accepted the delivery schedule (Purchaser's Requirement Form 1).
 - (b) The Quotations would be evaluated for all the items together/item wise (*retain as applicable*).
 - (c) The evaluation shall be based on the total price of Goods and Related services at project site including GST and any other taxes, which will be payable on the finished goods at the time of invoicing.
12. **Award of contract:**
- The (*name of the purchasing FPC/I.A. agency*) will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
- (a) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - (b) The bidder whose quotation is accepted will be notified of the award of contract by the (Purchaser) prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order. (Sample form attached).
 - (c) **100% Payment shall be made within 15 (fifteen) days after delivery and acceptance of the goods/equipment** Payment of GST and other taxes payable for the goods at the time of invoicing, although already included in the total cost, will be at actual or the rate/amount of these taxes specified in the supply order, whichever is lower.
 - (d) Normal commercial warranty/ guarantee shall be applicable to the supplied goods.

Purchaser's Requirement

1. LIST OF GOODS & RELATED SERVICES AND DELIVERY PERIOD

1	2	3	4	5	6	7
Item No.	Description of Goods and Related Services	Quantity	Physical unit	Final Destination (Project site)	Desired Delivery Period for completion of supply from the date of the Contract	Bidder's offered Delivery Period [to be provided by the Bidder]
				<i>[insert place of Delivery]</i>	<i>[insert the number of days from the date of the Contract]</i>	<i>[insert the number of days from the date of the Contract]</i>

Note:

1. All details should be filled in by Purchaser except for Column 7.
2. Delivery Period offered by the Bidder should be filled in Column 7 by the Bidder.

2. Technical Specifications

Detailed Technical Specifications and Standards [whenever necessary] and scope of services

[Insert detailed description of Technical Specifications and scope of services each item or]

1	2	3
Item No.	Description of Goods and Related Services	Technical Specifications

Quotation Form
Appendix-I
Letter of Quotation

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

RFQ No.: *[insert identification]*

Our Reference: No..... Dated.....

To: (Purchaser's name and address)

Subject: Supply of.....

Sir,

1. We, the undersigned, hereby submit our Quotation:
2. In submitting our Quotation, we make the following declarations:
 - (a) **No reservations:** We have examined and have no reservations to the RFQ Document;
 - (b) **Conformity:** We offer to supply in conformity with the RFQ Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
 - (c) **Quotation Validity Period:** Our Quotation shall be valid for the period of 15 days, from the deadline fixed for the Quotation submission;
 - (d) **Eligibility:** We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank or blacklisted or suspended the Central or any State Government;
 - (e) **Fraud and Corruption:** 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 corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."
3. I/We have read and understood the detailed terms & conditions mentioned in the quotation and shall abide by it in case being invited for the award of contract.
4. It is hereby declared that particulars furnished herewith are true and correct as per my/our knowledge and belief. In the event of any particulars are found to be false, I/We shall be liable to such consequences/lawful actions as the purchaser wish to take.
5. The total price of our Quotation, including any unconditional discounts offered is: Total price of the Quotation **[insert the total price of the quotation including GST and any other taxes, which will be payable on the finished goods, in words and figures];**
6. Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Quotation]*

Name of Bidder _____

Address _____

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

FORMAT OF QUOTATION

Sl. No.	Description of Goods	Specifications	Qty.	Unit	Quoted Unit Rate ³ at destination in Rs.	⁴ GST and similar other taxes applicable on finished Goods/ Services	*Total Price per line item at Destination - inclusive of discounts, all taxes and duties	
							In Figures	In Words
1								
2								
3								
...								
...								
TOTAL including all taxes and duties								

Note: Evaluation shall be done for each item separately OR for all items together [Purchaser to insert one of the two options and delete the other. Information given here should be in consonance with the same information given in the RFQ and in Clause 13]

**Payment of GST and other taxes payable for the goods at the time of invoicing, although already included in the total cost, will be at actuals or the rate/amount of these taxes specified in the supply order, whichever is lower.*

We agree to supply the above goods in accordance with the technical specifications for a total contract price (including all taxes and duties) of Rs.(Amount in figures) (Rs... amount in words) within the period specified in the Request for Quotations.

We also confirm that the normal commercial warranty/guarantee ofmonths shall apply to the offered goods.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing World Bank's sanctions procedures) in competing for or in performing the Contract.

Signature of Bidder

³ Any unconditional discounts if offered, shall be specified in this column along with the unit rates.

⁴ Indicate each applicable tax separately.

PROFORMA FOR PERFORMANCE STATEMENT*

Proforma for Performance Statement (for a period of last 3 years)

RFQ No. Date of opening Time Hours

Name of the Bidder _____

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered Goods/ equipment	Value of order	Date of completion of delivery		In case of Equipment, state if the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)
				As per contract	Actual	
1	2	3	4	5	6	8

**This proforma shall be deleted if requirement of Performance Statement is deleted in Clause 4.*

Signature and seal of the Bidder

OFFICE OF

PURCHASE/SUPPLY ORDER

To:

M/s

Dear Sirs,

Sub: Supply of

Ref: Request for Quotation no..... dated

- Your quotation no.....of(Date) for the supply of **has been accepted. You are requested to** supply the following goods/equipment at the rates quoted by you and specified against each as per the specifications and terms & conditions specified hereunder:

Serial. No	Brief description of goods/ equipment	Specifications	Quantity to be supplied	Unit Rate (Rs.)	GST*	Total Price (Rs.) including all taxes and duties
1						
2						
3						
...						
...						
			Total			

*GST & similar other taxes/duties applicable on finished goods. Indicate each applicable tax separately.

- Delivery Period:days from the date of issue of this supply order.
- Place of delivery
- Consignee Address:
- GST and other taxes and duties, if any will be reimbursed at actual rates paid on the date of supply or the rate/amount shown in para-1 above, whichever is lower.
- Standard Manufactures commercial Warranty/Guarantee shall be..... months from the date of delivery and acceptance.
- Payment shall be made after within 15 (fifteen) days after delivery and acceptance of the goods/equipment.
- Other terms and conditions are as under:

(Purchaser)

Date:

Place:

Name:
 Designation:.....

Modify as appropriate for individual cases