Procurement of Small Works

**Framework Agreement (FA)**

**National Competitive Bidding Procedures**

**(for Multi-user, Multi-contractor, Closed Panel FA set up through One Envelope Primary Procurement Bidding Process without E-GP)**

***(for FAs for Item Rate/Admeasurement Contracts in Civil Works valued up to US$ 1 Million[[1]](#footnote-2) equivalent)***

**March 2018**

GOVERNMENT OF..........

PROJECT..........

**REQUEST FOR BIDS (RFB)**

**Framework Agreement(s) for Small Works**

**NATIONAL COMPETITIVE PROCUREMENT**

**(for Multi-user, Multi-contractor, Closed Panel FA set up through One Envelope Primary Procurement Bidding Process without E-GP)**

RFB REFERENCE :

DATE OF COMMENCEMENT OF

SALE OF DOCUMENT FOR SETTING-UP :

FRAMEWORK AGREEMENT

LAST DATE FOR SALE OF

DOCUMENT FOR SETTING-UP :

FRAMEWORK AGREEMENT

[[2]](#footnote-3)TIME AND DATE OF PRE-BID :

CONFERENCE

LAST DATE AND TIME FOR :

RECEIPT OF BIDS

[[3]](#footnote-4)TIME AND DATE OF OPENING

OF BIDS :

PLACE OF OPENING OF BIDS :

ADDRESS FOR COMMUNICATION :

GOVERNMENT OF........................

...........................................PROJECT

Request for Bids

to establish Framework Agreement(s) for Small Civil Works

National Competitive Procurement

(Primary Procurement, One-Envelope Bidding Process without E-GP)

**Framework Agreement Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Loan/ Credit No.:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RFB Reference No.:** *[as per the Procurement Plan]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The Government of India has received/ has applied for financing from the World Bank toward the cost of the [*insert name of project*], and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreement(s) for [*insert title of Framework Agreement)*][[4]](#footnote-5) to be established through this RFB Primary Procurement process. This will be a Closed Panel Framework Agreement(s), and accordingly new contractors shall not be awarded Framework Agreements (FAs) during the Term of this FA(s).

2. The *[insert name of Procuring Agency]* now invites sealed Bids from eligible Bidders for construction of Works detailed in the table below. The number of contracts, locations and execution periods required over the Term of the Framework Agreement are only indicative, and the actual contracts at call-off stage, if any, may vary widely as per the terms and conditions of the Framework Agreement.

3. This is a Multi-contractor, Multi-user Framework Agreement. A list of the Purchasers (Participating Purchasers) entitled to purchase under this Framework Agreement is provided in Section C.”

4. On being awarded a Framework Agreement the successful Bidder (FA Holder) is eligible to be awarded a Call-off Contract. The selection of a FA Holder to receive a Call-off Contract will be done through a Secondary Procurement process as defined in the Framework Agreement. However, the award of a Framework Agreement shall not impose any obligation on the Procuring Agency, and the Participating Purchasers, to procure Works under a Framework Agreement. An award of Framework Agreement does not guarantee that a FA Holder will be awarded a Call-off Contract.

5. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations. Bidders from India should, however, be registered with the Government of ......... or other State Governments/ Government of India, or State/Central Government Undertakings. In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest. The procurement process to award Call-off Contracts will also be governed by the World Bank’s Procurement Regulations.

6. Under this Primary Procurement process, Bidders may submit Bids for one or more Packages (if so specified in table below). Bidders are advised to note the minimum qualification criteria specified in Clause 7 of the Instructions to Bidders to qualify for the award of the Framework Agreement.

7. The Framework Agreement shall be established for a Term of …….. [*insert number of years, it shall not exceed 3 years*] from the Commencement Date, and may be extended, subject to satisfactory performance, for a maximum of up to two (2) additional years on yearly basis (i.e. Term +1+1). The total Term of the FA shall not exceed initial term plus two years.

8. Interested eligible Bidders may obtain further information from *[insert name of Procuring Agency, name and e-mail of officer in charge]* and inspect the Bidding document during office hours *[insert office hours for example 1000 to 1700 hours]* at the address given below *[state address at the end of this RFB].*

9. The Bidding document in English may be purchased by interested Bidders upon submission of a written application to the address below and upon payment of a nonrefundable fee (three sets) as indicated in the Table, in the form of Cash or Demand Draft on any Scheduled/Nationalized bank payable at…………in favour of ………………… Bidding document requested by mail will be dispatched by courier/speed post on payment of an extra amount of Rs…….. The …….. [*Procuring Agency]*will not be held responsible for postal delay if any, in the delivery of the documents or non-receipt of the same. *(****In cases where the bidding document is allowed to be downloaded from website, payment towards the cost of bid document should accompany the bid submission.* *In all such cases, the bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated)***

10. All Bids must be accompanied by a Bid Security of the amount specified for the works in the table below, drawn in favour of …………. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.

11. Bids must be delivered to the address below on or before ………….. *[insert time and date which should be the same as in ITB 11.3]*, and will be publicly opened on the same day at ……. hours, in the presence of the Bidders’ designated representatives*.* Electronic Bidding will not be permitted. Late Bids will be rejected. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

12. *[delete if not applicable]* A pre-bid meeting will be held on………………….. at ………….hours at the office of ……………………. to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 5.3 of the Instructions to Bidders.

# TABLE

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **FA No.** | **Brief Description of FA** | **Cost of bidding document**  **(Rs.)** | **Bid Security (Rs.)[[5]](#footnote-6)** | **Indicative Call-Off Contracts** | | | | | |
| **\*Package No.** | **Broad description of Work** | **Approximate Total Value of Works in the Package (Rs)** | **Indicative No. of Call-off contracts** | **Approximate Period of Completion for each Call-off Contract** | **Any other Relevant Information** |
| **(1)** | **(2)** | **(3)** | **(4)** | **(5)** | **(6)** | **(7)** | **(8)** | **(9)** | **(10)** |
|  |  |  |  | Works Package Type 1 |  |  |  |  |  |
|  | Works Package Type 2 |  |  |  |  |  |

*[These and similar other notes in the document are intended only as information for the Procuring Agency or the person drafting the bidding document. They should not be included in the final document.*

***Note 1****: Actual individual works (call-off contracts) within a package may vary and would be as specified in the secondary call-off process. The BOQ listed for a package for evaluation at primary procurement stage is indicative, and shall be sufficient to cover BOQ items for each individual call-off contract to be procured under the package, with some modifications in individual BOQ item quantities, but without need for any additional BOQ items. The BOQ at call-off stage shall thus be a subset of the BOQ for the package.*

***Note 2****: Similar works may be grouped into separate packages, if considered necessary for different regions or for special needs regions, where so supported by the findings in the PPSD.*

***Note 3****: Evaluation at primary procurement stage shall be done package-wise]*

13. The address(es) referred to above is (are): *[insert detailed address(es)]*

*Seal of Office*

*[Insert name of Procuring Agency]*

*[Insert name of officer and title]*

*[Insert postal address and/or street address, postal code, and city]*

*[Insert telephone and facsimile numbers]*

*[Insert email and website addresses, if available]*

Section 1 – Instructions to Bidders

Section I. Instructions to Bidders

**1. Scope of Bid**

1.1 The ………………….. [*Procuring Agency*], invites Bids as part of the Primary Procurement process to establish Framework Agreement(s) for construction of Works, as indicated in the Table below, to be awarded under a Secondary Procurement process for Call-off Contract(s), as specified in Section III of this RFB.

**TABLE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **FA No.**  **and**  **Brief Description of FA** | **Package No.** | **Broad Description of Works** | **Approximate Total Value of Works in the Package (Rs)** | **Indicative No. of Call-off Contracts (Refer Section II Works’ Requirements for details)** | **Duration of FA** |
|  | Package Type 1 |  |  |  |  |
| Package Type 2 |  |  |  |  |

1.2 **Source of Funds**: The Government of India (hereinafter called the “Borrower”) has received/ applied for financing from the World Bank towards the cost of the project [*insert name of the project*]. The Borrower intends to apply a part of the proceeds of the funds for eligible payments under Purchase Orders (if any) placed under the Framework Agreement(s) for which this document is issued.

1.3 Throughout this Bidding document:

* + 1. “**Call-off Contract**” means a contract awarded under a Framework Agreement through a Secondary Procurement process, and entered into between the Procuring Agency/Purchaser and a FA Holder/Contractor, for the construction of Works;
    2. “**Closed Panel**” Panel means the group of FA Holders/Contractors that have been awarded Framework Agreements. A Closed Panel means that no new contractor(s) (i.e. a contractor that did not participate in the Primary Procurement process that established the Framework Agreement) may be added to the Panel during the Term of the Framework Agreement;
    3. “**Contractor**” means a Bidder that has been awarded a Framework Agreement through the Primary Procurement process and is eligible to be awarded a Call-off Contract;
    4. “**Framework Agreement (FA)**” is the document set out in Section III, and means the arrangement signed between the Procuring Agency (in its capacity as a Purchaser) and a successful Bidder (a FA Holder in its capacity as a Contractor);
    5. “**FA Holder**” means a successful Bidder that has been awarded a Framework Agreement through the Primary Procurement process;
    6. “**Multi-user Framework Agreement**” means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract**;**
    7. “**Multi-contractor Framework Agreement**” means a Framework Agreement where there is more than one Contractor that has been appointed to the Framework Agreement Panel.
    8. “**Panel**” means the group of FA Holders/Contractors that have been awarded Framework Agreements;
    9. “**Participating Purchaser**” covers the situation where there is more than one Purchaser. The indicative list of Participating Purchasers is included in Section C;
    10. “**Primary Procurement**” means the procurement process followed by the Procuring Agency to establish the Framework Agreement(s) and appoint FA Holders;
    11. “**Procuring Agency**” means the agency that manages the Primary Procurement process and establishes the FAs. The Procuring Agency may also be a party to the Framework Agreement (in its capacity as a Purchaser);
    12. “**Purchaser**” means an agency that is permitted to award a Call-off Contract under the Framework Agreement. The terms ‘Purchaser’ and ‘Participating Purchaser’ are interchangeably used in this document to mean an agency that is permitted to award a Call-off Contract under the Framework Agreement;
    13. “**Secondary Procurement**” means the process followed by a Participating Purchaser to select a FA Holder/Contractor, and award a Call-off Contract for the construction of works;
    14. “**Term**” means the duration of a Framework Agreement. Where applicable, it also includes any extension(s) to the initial Term, if granted by the Procuring Agency.
    15. “**Works**” means the works that the Contractor is required to construct under a Call-off Contract placed under a Framework Agreement. Details of such Works are set out in Section II, Works’ Requirements, and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Works also includes remedying of any defects.

2. Fraud and Corruption

2.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section IV.

2.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Bid submission, proposal submission, Primary Procurement process, award of Framework Agreement, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.

3. Bidders\*

3.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution. Joint Ventures are not permitted. Bidders that are state-owned enterprises or institutions may be eligible to compete and be awarded a Framework Agreement or Call-off Contract(s) only if they can establish, that they (a) are legally and financially autonomous; (b) operate under commercial law; and (c) are not under supervision of the Procuring Agency or a Participating Purchaser.

3.2 Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or

(e) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Participating Purchasers or Borrower in implementing the Framework Agreement or a Call-off Contract; or

(f) has a close business or family relationship with a professional staff of the Borrower or of the project implementing agency, or of the Procuring Agency or of any of the Participating Purchasers.

3.3 A Bidder shall not participate in more than one Bid, and this includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the bidder is involved. A firm that is not a Bidder, may participate as a subcontractor in more than one Bid.

3.4 A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section IV paragraph 2.2 d., shall be ineligible to be awarded a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available on the Bank’s external website: <http://www.worldbank.org/debarr.>

3.5 Bidders and any import of Goods or contracting of works or services from a country may be ineligible, if commercial relations are prohibited by Government of India with that country (a) as a matter of law or official regulations or (b) by an act of compliance with a decision of the United Nations Security Council.

(\* for further details refer to Procurement Regulations paragraphs 3.14, 3.15 and 3.23)

4. Sections of Bidding Document for setting up Framework Agreement

4.1 The bidding document includes the sections specified below, and which should be read in conjunction with any Addenda issued by the Procuring Agency.

* Section I - Instructions to Bidders (ITB)
* Section II - Works’ Requirements
* Section III – Framework Agreement (FA)
* Section IV – Fraud and Corruption
* Section V – Sample Forms including Price Schedules

**FA Annexes and Schedules**

Section A: Framework Agreement - Provisions (FA Provisions)

Section B: Invitation to Quote

Annex 1: Purchaser’s Requirements (Secondary Procurement)

Annex 2: Quote Form (Secondary Procurement)

Annex 3: Call-off Contract for Execution of Works

Schedule I: List of Works to be executed under the Call-off Contract

Section C: List of Participating Purchasers

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

5. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

5.1 A Bidder requiring any clarification of the bidding document shall contact the Procuring Agency in writing or raise its inquiries during the pre-Bid meeting if provided for in sub-clauses 5.3 below.

5.2 The Bidder is advised to visit and examine the Site(s) of Works and its surroundings and obtain for itself all information that may be necessary for preparing the bid for award of FA, and for award and performance of any Call-off contract for construction of the Works.

5.3 The Bidders are invited to attend a pre-bid meeting[[6]](#footnote-7) and/or a Site of Works visit on ……. [*insert date*] at ….. [*insert time*]*.* Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

5.4 The Procuring Agency may amend the bidding document by issuing addenda at any time prior to the deadline for submission of bids. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Procuring Agency. Where the bidding document is allowed to be downloaded from website, the Procuring Agency shall also publish the addendum on the website, and the bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

5.5 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids.

6. Documents Comprising the Bid

6.1 The Bid shall comprise the following:

1. **Letter of Bid** in the format given in Section V, without any alteration to the text;
2. **Price Schedules including Bill of Quantities** in the Format given in Section V, completed in accordance with ITB 8;
3. **Bid Security** in accordance with ITB Clause 10;
4. **Qualifications**: documentary evidence in accordance with ITB Clause 7 and ITB Clause 14, to establish its qualifications to be awarded a Framework Agreement and perform Call-off contract(s) if awarded, in the corresponding information sheet included in Section V, Sample Forms;
5. **Registration**: Bidder Registration certificate (as per RFB); and
6. any other document ……. [*insert as required, else state Nil*]

6.2 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid for award of a Framework Agreement, and for award and performance of any Call-off Contract.

6.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

6.4 The Bid, as well as all correspondence and documents relating to the Bid shall be written in English.

**7. Qualification of the Bidder**

7.1 **Documents Establishing the Eligibility and Qualifications**: the Bidder shall provide qualification information which shall include;

1. total monetary value of construction works performed for each year of the last 3 years;
2. Report on his financial standing; and
3. Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case.

**7.2 Qualification Criteria[[7]](#footnote-8)**: to qualify for award of the FA Agreement, the bidder;

(a) should have satisfactorily completed as a prime contractor at least NN number of similar works each of value not less than Rs. RR in the last three years;

[*NN - insert a number that approximately equals ‘indicative number of call of contracts’ in the Package divided by the expected number of FA Holders and further divided by the duration of the Framework Agreement. NN shall normally be not less than 3 and not more than 10. For avoidance of doubt and by way of illustration, if the term of framework agreement is say 3 years, expected number of call-off contracts in a package is say 22, and the expected number of FA holders is say 4, then NN for this package shall be 22/(3x4) = 1.83 i.e. 2 (rounded figure).*

*RR - insert an amount that approximately equals ‘average estimated value of a call-off contract*].

(b) should have achieved in at least one year an annual financial turnover (in civil engineering construction works of similar nature only) of value not less than Rs…………..@ in the last three years;

[*@ insert an amount usually twice the estimated value of NN Works*].

(c)\*\* should possess valid electrical license for executing electrification works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

(d)\*\* should possess required valid license for executing the water supply works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

*(\*\* delete whichever is/are inapplicable.)*

(e) should not have been debarred (or dealings suspended) on the date of bid opening by the Central/State Governments/Undertakings.

(f) availability of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Call-off Contract, of not less than Rs …………..##

(## c*redit lines/letter of credit/certificates from Banks for meeting the funds requirement etc. shall approximately be the indicative value of NN/4 works in the Package*)

(g) should (if applicable) be meeting the aggregate qualification criteria for the combination of packages for which bids have been submitted.

[*Note: for multiple packages (FA Agreements) specify financial and experience criteria for each package under (a), (b) and (f) above*]

8. Bid Prices

8.1 Bid Prices at Primary Procurement Stage

(a) The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules including indicative Bill of Quantities for Framework Agreements shall be in Rs. and shall be for the whole work(s) as described in drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating, and rewriting.

(b) If so specified in ITB 1.1, Bidders have the option to Bid for any one or more packages. Discounts for award of FA(s) for more than one Package are not invited at this primary procurement stage, and will not be considered for evaluation. Reference ITB Clause 8.2 (b), such discounts may be invited and considered at the Call-off stage.

(c) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.

(d) The rates quoted by the bidder at the primary procurement stage ……. *[insert “shall be or shall not be”]* subject to adjustment for the duration of the framework agreement. The adjustment of base price, if provided, will be done in accordance with Provision 8 of Section A: FA Provisions. *[Note: Price adjustment should be included in FAs that extend beyond 18 months]*

(e) The Bidder shall fill in rates and prices and line item total for all items of the Works described in the indicative Bill of Quantities along with total bid price for each package (both in figures and words). Items for which no rate or price is entered by the Bidder shall be deemed covered by the other rates and prices in the Bill of Quantities. The Letter of Bid and Price Schedules including the Bill of Quantities forms must be completed without any alterations to the text, and no substitutes shall be accepted.

(f) At this Primary Procurement stage, Bidders are required to confirm that prices and discounts to be submitted by them at the Call-off stage shall conform to the requirements specified in Section III Framework Agreement for Works. Any reservation or request for change in these requirements, shall be treated as a breach of Framework Agreement by the FA Holder.

(g) For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.

8.2 Bid Prices at Secondary Procurement Stage

(a) The Secondary Procurement applies to the selection of a FA Holder/ Contractor for award of a Call-off Contract under this Framework Agreement. The applicable Secondary Procurement method is specified in Section III – Framework Agreement.

(b) The FA Holders are invited to fill rates and prices in Rs. in the Invitation to Quote and its Annexes, at the Call-off stage. If applicable, the FA Holders may also be invited to quote discounts for award of more than one work at Call-off stage, provided the quotes for such works are invited in the same ITQ and are opened on the same date and at the same time.

9. Period of Validity of Bids

9.1 Bids shall remain valid for 90 days after the deadline date fixed for Bid submission. A Bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.

10. Bid Security

10.1 The Bidder shall furnish as part of its Bid, a Bid Security in original form for the amount[[8]](#footnote-9) of Rs ………., in one of the following forms;

* + 1. An unconditional bank guarantee issued by a nationalized/scheduled bank located in India in the form given in Section V, valid for forty-five (45) days beyond the original validity period of the Bid;
    2. Certified cheque or Cashier’s cheque, or Bank draft issued by a nationalized/ scheduled bank located in India payable to ……………… (*please specify*).
    3. Fixed Deposit/Time Deposit certificates issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of …………., and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificate**.**
    4. Any other security ………… (*please specify*)

10.2 The Bid Security may be forfeited:

1. if a Bidder withdraws/modifies/substitutes 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
2. if the Bidder does not accept the correction of its Bid Price pursuant to ITB 14.2; or
3. if the successful Bidder fails to sign the Framework Agreement or furnish the required Performance Security in accordance with ITB Clause 19.

10.3 The Bid security of unsuccessful bidders will be returned as promptly as possible once the successful Bidder(s) signs the Framework Agreement(s), and furnishes the required performance security.

10.4 The Bid Security of the successful Bidder(s) shall be returned as promptly as possible once the successful Bidder(s) has signed the Framework Agreement(s) and furnished the required Performance Security.

11. Sealing and Submission of Bids

11.1 Electronic Bidding will not be permitted. The Bidder shall prepare and submit, in English, one original of the documents comprising the Bid as described in ITB Clause 6 and clearly mark it “Original”, and two copies of the Bid, and clearly mark each of them “Copy.”

11.2 The bidder shall seal the bid in an envelope addressed to the ………….. [*Procuring Agency*]. The envelope will also bear the following identification:

1. Bid for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*Name of the FA Agreement*]
2. Do not open before \_\_\_\_\_\_\_\_\_\_\_ [*time and date of bid opening*].

11.3 Bids must be received in the office of the ---------------------------- [*Procuring Agency*] not later than --------------------- *[insert time and date which should be the same as given in IFB. The time allowed for the preparation and submission of Bids shall be at least thirty (30) days]* or as extended in accordance with ITB 5.5. If the specified date is declared a holiday, bids shall be received up to the appointed time on the next working day.

11.4 Any bid received by the Procuring Agency after the deadline for submission of bids will be rejected and returned unopened to the Bidder.

11.5 E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

12. Bid Opening at Primary Procurement Stage

12.1 The Procuring Agency shall publicly open and read out, all Bids received by the deadline for bid submission, at the date, time and place specified in ITB Clause 11.3 above or promptly thereafter, in the presence of Bidders or their designated representatives.

12.2 Only Bids, modifications, and unconditional discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and completed Bill of Quantities for Framework Agreements shall be initialed by representatives of the Procuring Agency attending Bid opening. The Procuring Agency shall prepare a record of the Bid opening, that will atleast include the name of the bidder, bid price for each package, unconditional discount, and presence or absence of bid security. 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, and a copy of the record shall be distributed to all Bidders.

13. Confidentiality

13.1 Information relating to the evaluation of Bids and recommendation for selection of Panel for award of Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the award of Framework Agreement(s) to the successful Bidder(s) is announced. From the time of Bid opening to the time of award of Framework Agreement, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.

13.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.

14. Evaluation of Bids at Primary Procurement Stage

14.1 The Procuring Agency will evaluate and compare the bids determined to be substantially responsive i.e. they

(a) conform to the terms and conditions of the bidding document, specifications and drawings without material deviation, reservation, or omission;

(b) meet the qualification criteria specified in ITB Clause 7 above; and

(c) are properly signed.

14.2 **Correction of Arithmetical Errors**

Bids determined to be substantially responsive shall be checked for any arithmetic errors. Errors shall be corrected as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, unit rate as quoted shall govern; and

(c) the amount stated in the Bid shall be adjusted in accordance with the above procedure for the correction of errors

If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited.

14.3 To evaluate a Bid, the Procuring Agency shall consider the following:

(a) evaluation will be done package wise;

(b) the Bid Price including all duties, taxes and other levies payable by the contractor under the contract, and unconditional discounts as quoted in accordance with ITB 8.1;

(c) price adjustment for correction of arithmetic errors in accordance with ITB 14.2; and

(d) if applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines/ regulates the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation**.**

14.4 The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in ITB Clause 7, or any other firm(s) different from the Bidder.

14.5 An affirmative determination of qualification shall be a prerequisite for award of Framework Agreement(s) to the Bidder(s).

15. Framework Agreement Award Criteria

15.1The Procuring Agency will award the FAs to the bidders whose bids have been determined to be substantially responsive and (a) who meet the specified qualification criteria; and (b) who are geographically located or are operating in the region in which works under the FA are to be executed *[Note: include (b) only if required else delete (b)]*, as follows:

1. All Bidders shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.
2. The Procuring Agency will conclude a Framework Agreement with all the Bidders ranked in (a) above whose evaluated cost is within y % of the lowest evaluated cost. [*for avoidance of doubt and by way of illustration, if the lowest evaluated cost is Rs. P, all bidders whose evaluated costs are less than or equal to Rs. (P + y\*P/100) (without any rounding off, up or down, whatsoever) shall be eligible to be awarded a FA, provided always that the lowest evaluated cost is considered to be reasonable by the Procuring Agency*].
3. If the number of bidders so selected for award of Framework Agreement is less than x, the Procuring Agency may decide to annul this bidding process, review the causes thereof, make appropriate revisions to the bidding document, and re-invite bids.

[*Note:* *select the numbers for ‘x’ and ‘y’ based on the results of the market analysis and other findings in the PPSD*. *The value of (i) number ‘x’ would normally be not less than 3; and (ii) number ‘y’ would normally be 10% (or lower), and shall not exceed 20%.*]

15.2 This is a Multi-user, Multi-contractor, Closed Panel Framework Agreement for a Term of …. [*insert number of years*] which may be extended subject to satisfactory performance for a maximum of up to two (2) additional years on yearly basis. *[Note: modify as necessary, e.g. if no extension is to be allowed]*. New contractors (those who have not participated in this Bidding process) will not be able to join the Framework Agreement Panel during the Term of the Framework Agreement.

**16. No Obligation to Purchase**

16.1 The award of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to procure any Works under the Framework Agreement.

**17. Non-exclusivity**

17.1 A Framework Agreement shall not be an exclusive agreement and the Procuring Agency and/or Purchaser(s) reserve the right to procure the same or similar items from other contractors who are non-FA Holders.

18. Award of Framework Agreement(s)

18.1 Prior to expiration of the bid validity period, the Procuring Agency shall notify the successful bidder(s), attaching the Framework Agreement for signature by the Bidder(s) who shall sign, date and return the Framework Agreement(s) and furnish the performance security in original form in accordance with ITB Clause 19, within 21 days of receipt of the same.

18.2 In case of Multi-user Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all Participating Purchasers.

18.3 Notwithstanding the above, the Procuring Agency reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of FA(s), without thereby incurring any liability to Bidders. In case of annulment, the Bids submitted including the Bid securities, shall be promptly returned to the Bidders.

19. Performance Security

19.1 The amount of Performance Security shall be Rs[[9]](#footnote-10)…….. *[insert amount],* valid up to 45 days after the date of completion of performance obligations under the FA and all Call-off contracts including the defects liability period, in one of the following forms;

An unconditional bank guarantee in the Performance Security Form given in Section V, or a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order drawn in favour of the Procuring Agency, issued by a nationalized/scheduled bank located in India.

19.2 Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security.

**20. Defects Liability**

The “Defects Liability Period” for the works awarded at Call-off stage is six months [*modify, if necessary*] from the date of taking over possession or one full monsoon season whichever occurs later. During this period, the contractor will be responsible for rectifying any defects in construction free of cost to the Procuring Agency/ Purchaser.

**21. Method and criteria for Award of Call-off Contract**

21.1 The Secondary Procurement method for the selection of a FA Holder to undertake a Call-off Contract shall be as follows: [*select one or more of the Options below, and/or describe another method(s) that will apply*]

*Option 1:*

**Mini-competition among FA Holders**:

21.2 Purchaser will invite competitive quotes from all the FA Holders and award the Call-off Contract based on the lowest evaluated cost. During this process FA Holders shall conform to the requirements specified in Section III Framework Agreement for Works without any reservation or request for change in these requirements. Provided always that the FA Holder must continue to be qualified and eligible, and the Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.

*Option 2:*

**Mini-competition among FA Holders based on Location (Region)**:

21.2 Purchaser will invite competitive quotes from the FA Holders that are best able to deliver based on their location (region) and the location (region) where the Works are to be delivered, and award the Call-off Contract based on the lowest evaluated cost. During this process FA Holders shall conform to the requirements specified in Section III Framework Agreement for Works without any reservation or request for change in these requirements. Provided always that the FA Holder must continue to be qualified and eligible, and the Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.

21.3 **Adjustment to the Call-off Contract Price**: The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified otherwise in Framework Agreement, Section III: Framework Agreement.

**Section II – Works’ Requirements**

**Section II – Works’ Requirements**

[*These Notes are intended only as information for the Procuring Agency or the Purchaser, and should not be included in the final documents.*

***Note 1****: the Indicative Works’ Requirements and respective BOQs shall be included in the RFB document by the Procuring Agency, and shall cover, description, drawings and specifications of the Works expected to be executed during the currency of the FA. The objective is to provide sufficient information to enable Bidders to prepare their Bids efficiently.*

***Note 2****: Actual individual works (call-off contracts) within a package may vary and would be as specified in the secondary call-off process. The BOQ listed for a package for evaluation at primary procurement stage is indicative, and shall be sufficient to cover all BOQ items for each individual call-off contract to be procured under the package. The BOQ at call-off stage shall thus be either the same or a subset of the BOQ for the package. BOQ item quantities may however, vary for individual contracts, as necessary.*

***Note 3****: Similar works may be grouped into separate packages, if considered necessary for different regions or for special needs regions, where so supported by the findings in the PPSD.*]

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| --- | --- | --- | --- | --- | --- | --- |
| 1. Indicative List[[10]](#footnote-11) of Works and Completion Schedule for Primary Procurement Process  *[The Procuring Agency shall fill in this table to enable the Bidder to prepare the Bid]* | | | | | | |
| **FA No.**  **and**  **Brief Description of FA** | **Package No.** | **Broad Description of Works[[11]](#footnote-12)** | **Bid Security[[12]](#footnote-13)** | **Indicative No. of Call-off Contracts** | **Indicative Completion period for individual Works likely to be awarded at Call-off stage** | **Broad Indication of Locations/ Regions where Works are likely to be executed** |
|  | **Package Type 1** |  |  |  |  |  |
| **Package Type 2** |  |  |  |  |  |

**2. Indicative Bill of Quantities for Primary Procurement Process (Package Type 1[[13]](#footnote-14))**

The indicative Bill of Quantities is shown below to give an idea of the work that shall be required to be executed if awarded at Call-off stage. BOQ for the Work to be executed in accordance with the approved drawings and specifications shall be specified at the Call-off stage.

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| --- | --- | --- | --- |
| ***Item no.*** | ***Description*** | ***Unit*** | ***Quantity*** |
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3. Technical Specifications – insert as necessary

4. Drawings – insert here a list of Drawings, as necessary. The actual Drawings, including site plans, should be attached to this Section or annexed in a separate folder

5. Inspections and Tests – insert information on inspections and tests shall be performed.

6. Supplementary Information – insert as necessary, else delete the entry

Section III – Framework Agreement

Framework Agreement

**Framework Agreement *for* Execution of Works**

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

**Framework Agreement**

This Framework Agreement is made, on this [*insert date*] by and between ………… [the “**Procuring Agency”]** having its principal office located at …….. [*insert complete address*] and …………… [the **“FA Holder/ Contractor”]** having its principal office located at …….. [*insert complete address*].

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

This Framework Agreement establishes a standing offer by the FA Holder/Contractor to execute the specified Works for the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through Call-off Contract(s). It imposes no obligation on the Purchaser(s) to procure any Works under the Framework Agreement.

This Framework Agreement, including the Call-off Contract Terms and Conditions, shall govern the relationship between the Parties, and any Call-off Contracts.

**Provisions**

The Purchaser(s) and the FA Holder/Contractor agree that the following provisions apply to and construed as an integral part of this Framework Agreement and, where indicated, to any Call-off Contracts awarded under this Framework Agreement.

**Section A:** Framework Agreement Provisions

**Section II**: Works’ Requirements

**Section B (including its Annexes 1 to 3, and Schedule I):** Invitation to Quote

**Section C**: List of Participating Purchasers [*use for Multi-user FAs, otherwise delete*]

**EXECUTION**

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

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

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

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

Agency: [*insert the name of agency*]

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

**Signed on behalf of the FA Holder/Contractor:**

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

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

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

Section A: Framework Agreement - Provisions

**Section A: Framework Agreement – Provisions**

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| **Framework Agreement** |

1. Framework Agreement Definitions
2. Base Price: is the Framework Agreement (FA) price prior to any price adjustment in accordance with Provision 8 of Section A: Framework Agreement Provisions.
3. Base Price at Call-off: is the price obtained after adjusting the FA Base price for (i) items of indicative BOQ at Primary Procurement Stage that are not included in the actual BOQ for work at call-off stage; and (ii) differences in the quantity of items given in the indicative BOQ at Primary Procurement Stage and those included in the actual BOQ for work at call-off stage, in accordance with Provision 8 of Section A: Framework Agreement Provisions.
4. Commencement Date: is the date on which this Framework Agreement is signed by both parties.
5. Contract: the term ‘Contract’ also includes ‘Call-off Contract’ where the context so requires.
6. FA Holder/ Contractor: the successful Bidder that has been awarded a Framework Agreement through the Primary Procurement process, and is eligible to be considered for the award of a Call-off Contract during the Term of this Framework Agreement.
7. Invitation to Quote (ITQ): method of Secondary Procurement using mini-competition. FA Holders may be subsequently invited to quote for a specific call-off contract and submit competitive prices. The lowest conforming reasonably priced quote, is selected as the successful Contractor, and may be awarded a Contract.
8. Works: all Works that the Contractor is required to construct under a Call-off Contract placed under this Framework Agreement. Details of such Works, are set out in Schedule I and described in the Contract. The definition for Works also includes remedying of any defects.
9. Participating Purchaser or Purchaser: the Participating Purchaser(s) or Purchasers permitted to purchase under the Framework Agreement are listed in Section C. The Procuring Agency may modify this list of Purchasers as and when required without any reference to the FA Holders (Contractors).
10. Parties: The Parties to the Framework Agreement are the Procuring Agency and the Contractor (FA Holder).
11. Procuring Agency: the Agency responsible for managing and administering the Framework Agreement, acting in its own right as a ‘Purchaser’, and actingfor and on behalf of the other Participating Purchasers.
12. Change: A variation, modification, amendment, deletion or addition to this Framework Agreement, including its Sections, Annexes and/or Schedules, agreed between the Purchaser and the FA Holder In Writing
13. Closed Panel, Multi-user Framework Agreement
14. This is a Closed Panel, Multi-user Framework Agreement.
15. Closed Panel means that no new contractor(s) shall be added to the Panel during the Term of the Framework Agreement. The list of Participating Purchasers or Purchasers is included in Section C to this Framework Agreement.
16. FA Holder’s obligations
    1. The FA Holder shall continue to quote, to the Purchaser, during the Term of this Framework Agreement, for construction of Works, described in Section II: Works’ Requirements.
    2. The FA Holder undertakes to construct the Works under a Call-off Contract placed with the FA Holder by the Purchaser. The Works executed shall be:
       1. as specified in the Framework Agreement, Schedule I
       2. at the Contract Price specified in the Contract, and
       3. at such times and locations as specified in the Contract.
    3. The FA Holder agrees that the Call-off Contract and conditions set out therein, shall apply to the construction of Works, and the FA Holder shall not seek to impose or rely on any other contractual terms.
17. No obligation, expectation or exclusivity
    1. The FA Holder acknowledges that:
18. There is no obligation on the Purchaser to purchase any Works from the FA Holder/ Contractor during the Term of this Framework Agreement.
19. The Purchaser has not granted any form of exclusivity to the FA Holder. The Purchaser reserves the right to procure the same or similar Works from other contractors, who are not FA Holders.
20. Term
    1. The Term of this Framework Agreement is …….. [*insert the number of years, as was stated in the RFB*]. This Framework Agreement shall commence on the Commencement Date and continue through to ……. [*insert completion date*]. Extensions to the Term, if subsequently agreed by the parties in writing are permitted, subject to satisfactory performance, up to a maximum of two additional years, on yearly basis.
21. Representative
    1. Each Party shall appoint and retain a Representative who shall be the primary point of contact for the other Party in relation to matters arising from this Framework Agreement.
    2. Procuring Agency’s Representative [*insert name, address, phone, and email*]
    3. FA Holder’s Representative [*insert name, address, phone, and email*]
22. Documents comprising this Framework Agreement, and Order of Precedence
    1. This Framework Agreement shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
    2. This Framework Agreement comprises the following documents:
       * 1. Framework Agreement, including all Sections, Annexes, Schedules (including price schedules) and Changes to Standard Provisions.
         2. Letter of Acceptance (of Bid from Primary Procurement process)
         3. Letter of Bid (from Primary Procurement process).
23. In the event of conflicts or discrepancies between the parts of, or documents forming, the Framework Agreement, interpretations shall be based on the following descending order of precedence:
24. any Change(s) to the Framework Agreement
25. Section A: Framework Agreement - Provisions
26. Annex 3: Call-off Contract for Execution of Works
27. Schedule I: List of Works to be executed under the Call-off contract
28. Annex 2: Quote Form for Call-off Contracts
29. Letter of Acceptance (of Bid from Primary Procurement process)
30. Letter of Bid (from Primary Procurement process)
31. Section II: Works’ Requirements
32. any other Sections or Annexes or Schedules to this Framework Agreement.
33. Contract Price
    1. The Framework Agreement Price (Base Price) is ……………. *[insert in Rs in figures and words]*.
    2. The Contract Price that will apply to the procurement of Works under a Call-off Contract shall be the successful competitive quotation subject to the provisions below.
    3. The ‘Base Price at Call-off’ calculated in accordance with Clause 8.1 (a) below, shall not be subject to adjustments for Call-off contracts awarded within ………. [*insert number of months depending on trend of volatility of the prices, e.g. say 12 months*] months from the date of conclusion of FA. Accordingly, for Call-off Contracts awarded through the Secondary Procurement method based on competitive quotations (mini-competition), the FA Holders shall be required to offer prices that do not exceed their ‘Base Prices at Call-off’ stipulated in the Framework Agreements.
    4. For Call-off contracts awarded after this specified period, through the Secondary Procurement method based on competitive quotations (mini-competition), the FA Holders shall be required to offer prices that do not exceed their adjusted ‘Base Prices at Call-off’ in accordance with the price adjustment provisions in 8.1 (b) and 8.1 (c) below.
    5. The Contract Price that will apply under a Call-off Contract, shall be based on a competitive quote obtained from the FA Holders/Contractors through a mini-competition as the Secondary Procurement selection process, subject to (c) and (d) above. The agreed Contract Price shall be stipulated in each Contract, and shall be payable to the FA Holder/Contractor under any Contract for the full and proper performance by the FA Holder/ Contractor of its obligations, for the execution and completion of the Works and the remedying of any defects, under such contract.
    6. Call-off contract Prices shall be fixed and shall not be subject to price adjustment under 8.1 (b) and 8.1 (c) below.

8.1 (a) The Framework Agreement base price shall be first adjusted (i) for items of indicative BOQ at Primary Procurement Stage that are not included in the actual BOQ for work at call-off stage. Amount in the BOQ at Primary Procurement stage corresponding to each of these items shall be reduced from the FA base price; and (ii) for quantity differences in the BOQ items included in the indicative BOQ at Primary Procurement Stage and the actual BOQ for work at call-off stage. Item rate in the BOQ at Primary Procurement stage corresponding to each of such items shall be used to work out the total amount of adjustment to the FA base price. The base price so calculated is the ‘Base Price at Call-off’.

(b) The price adjustment to the ‘Base Price at Call-off’ if applicable[[14]](#footnote-15), is intended to reflect changes in the cost of labor, material, fuel and lubricants and other inputs to the works over the relevant period of the FA. Where a price adjustment applies, it shall be calculated as follows:

Pn = a + b Ln/Lo +c En/Eo + d Mn/Mo+ ……….

where,

“Pn” is the adjustment multiplier to be applied to the Base Price.

“a” is a fixed coefficient, representing the non-adjustable portion representing profits and overheads included in the price;

“b”, “c”, “d”,… are coefficients representing the estimated proportion of each cost element related to the execution of the Works, and may be indicative of resources such as labour, equipment and materials components in the contract price;

“Ln”[*Labour*], “En”[*Equipment*], “Mn”[*Material*], …. are the cost indices or reference prices on the date for price adjustment, each of which is applicable to the relevant cost element [*Labour, Equipment, Steel, Cement, Fuel/Lubricants, Bitumen, others*]; and

“Lo”, “Eo”, “Mo”, ….are the cost indices or reference prices on the Base Date.

(c) The coefficients, and cost indices or reference prices stated by the procuring agency in the Table of Adjustment data attached to this ‘Section A: Framework Agreement Provisions’ shall be used. The relevant specific dates are as follows.

(i) Base date = ….. *[insert specific date viz. the date thirty (30) days prior to the deadline for submission of the Bids in the Primary Procurement process]*

(ii) Date of adjustment = *For mini-competition: the date 30 days prior to the Request for Quotations.*

1. Conflict of interest
   1. The FA Holder/ Contractor shall take appropriate steps to ensure that the FA Holder/ Contractor, including its employees and subcontractors, is not placed in a position where, in the reasonable opinion of the Purchaser, there is, or may be, an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor, or its employees and subcontractors, and the duties owed to the Purchaser under the provisions of this Framework Agreement. The FA Holder/ Contractor will disclose to the Purchaser full particulars of any such conflict of interest which may arise.
2. Performance Security
3. The Performance Security submitted by the FA Holder/Contractor shall be valid for 45 days after the date of completion of performance obligations under the FA and all contracts, including the defects liability period. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the FA Holder’s/ Contractor’s failure to complete its obligations under the Framework Agreement and any Contracts awarded under the FA.
4. Language
   1. The language of this Framework Agreement, and any Contracts is English.
5. Eligibility
   1. The FA Holder/ Contractor and its subcontractors, shall have the nationality of an eligible country, and all materials, equipment and services to be supplied under the Contracts and financed by the Bank shall have their origin in Eligible Countries. At the present time, there are no in-eligible countries.
   2. To continue to be eligible under this Framework Agreement, the FA Holder/ Contractor must not have been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework as described in Section IV paragraph 2.2 d. Where the FA Holder/ Contractor has been so sanctioned it will be ineligible for the duration of the period of time as the Bank shall have determined.
6. Notices
   1. Any notice given by one Party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in paragraph 6 of this section. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.
7. Fraud and Corruption
   1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section IV.
   2. The Purchaser requires the FA Holder/ Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Secondary Procurement process or execution of a Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and the purpose of the commission, gratuity or fee.
8. Records, inspections and audit
   1. The FA Holder/ Contractor shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Works, and any Contract, in such form and details as will clearly identify relevant communications, time changes and costs.
   2. The FA Holder/ Contractor shall permit, and shall cause its subcontractor(s) and their personnel if any, to permit, the Bank and/or persons appointed by the Bank, to inspect the site and/or the accounts and records relating to the Framework Agreement, and/or any Contract(s) awarded under the Framework Agreement, in relation to the procurement process, selection, contracting, execution or implementation, and to have such accounts and records audited by auditors appointed by the Bank, if requested by the Bank. Acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice and may result in the termination of this Framework Agreement, or any Call-off Contract (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).
9. Confidential Information
10. The Purchaser and the FA Holder/ Contractor shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party, any documents, data, or other information furnished directly or indirectly by either Party in connection with the Framework Agreement.
11. Governing Law
    1. This Framework Agreement, and any Contract, shall be governed by, and interpreted in accordance with, the laws of India.
12. Change to the Framework Agreement
    1. Any Change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A Change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.
13. Termination of the Framework Agreement
14. The Purchaser may terminate this Framework Agreement immediately, by notice In Writing to the FA Holder/Contractor, if:
15. in the judgement of the Purchaser, FA Holder/ Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, or
16. the FA Holder/ Contractor purports to assign, sub-contract, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, in breach of paragraph 3 of this Section, or
17. in the judgement of the Purchaser, the performance of the call-off contract has not been satisfactory in execution of Works under the contract(s), or
18. the FA Holder/ Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
19. The Purchaser may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the FA Holder/ Contractor, at any time, for its convenience.
20. A notice of termination under sub-paragraphs 19.a and 19.b above shall specify the grounds for the termination and the date upon which the termination becomes effective.
21. Consequence of expiry or termination
22. Upon expiry, or earlier termination of this Framework Agreement, all Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract Terms and Conditions of Contract.
23. Dispute resolution in relation to this Framework Agreement
    1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in Good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.
    2. In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer/ Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the Procuring Agency. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.
24. Provisions that remain in force
    1. The provisions, that by their nature should remain in force on expiry or termination of this Framework Agreement, include:
25. Paragraph 1: Definitions
26. Paragraph 15: Records, inspections and audit
27. Paragraph 16: Confidential Information
28. Paragraph 17 Governing Law
29. Paragraph 19: Termination of the Framework Agreement
30. Paragraph 21: Dispute resolution in relation to this Framework Agreement.

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| **Secondary Procurement** |

1. **Secondary Procurement method(s):** that applies to the selection of a FA Holder/ Contractor for the award of a Call-off Contract under this Framework Agreement is [*select one of the following two methods.The method(s) must be consistent with the Secondary Procurement method(s) set out in the Request for Bids which established the Framework Agreement*]:
2. Mini-competition among FA Holders
3. Mini competition among FA Holders based on location (region)
   1. **Secondary Procurement Competitive Quotes:** The Purchaser will prepare an Invitation to Quote (ITQ) and invite all[[15]](#footnote-16) eligible FA Holders/ Contractors holding a Framework Agreement to submit competitive quotes. This process is called ‘mini-competition’. The ITQ will identify:
4. Work(s) to be executed, Location, and Completion Time
5. BOQ(s)
6. Award criteria
7. Deadline for submission of quotes
8. Reference to the Call-off Contract Terms and Conditions for construction of works, which apply to the purchase
9. Any other relevant information.
10. **Discounts**: A FA Holder/ Contractor may quote discounts for award of more than one work at Call-off stage, provided the quotes for such works are invited in the same ITQ and are opened on the same date and at the same time.
11. **Evaluation**: The Purchaser will evaluates the quotes including any discounts, and will identify the lowest price conforming quote(s) subject to FA Provision 8. Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the quote(s) is considered to be reasonably priced, the Purchaser will award the Contract(s) to the successful Contractor(s).
12. **Awarding a Call-off Contract**: Following the selection of a suitable FA Holder/ Contractor, as described above, the Purchaser shall prepare the Contract(s) and send to the FA Holder/ Contractor. At this point there is a legally binding contract for the execution of the specified Work(s), between the Purchaser and the FA Holder/ Contractor.
13. The process of second stage competition will be repeated for each of the Call-off orders to be issued during the validity of Framework Agreement.
14. **Ceiling**: the total value of Call-off contracts against the Framework Agreement(s) shall not exceed Rs ………… [*insert an amount not exceeding 1.5 times the estimated value of Call-off contracts against the FA(s) unless the duration of the framework agreement is extended*].

**Attachment**

**Table of Adjustment Data[[16]](#footnote-17)**

(Framework Agreement Provision 8.1)

**Table 1: Coefficients governing the adjustment for changes in cost**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S. No.** | **Coefficients Name** | **Symbol** | **Schedules (Reference Number)**  **[*Description of each schedule is given below*]** | | |
|  |  |  | S1 | S2 | S3 |
| 1. | Fixed | a | 15 | 15 | 15 |
| 2. | Labour [L] | b |  |  |  |
| 3. | Steel [S] | c |  |  |  |
| 4. | Cement [C] | d |  |  |  |
| 5. | Plant & Equipment spares [E] | e |  |  |  |
| 6. | Diesel and Petroleum products [D] | f |  |  |  |
| 7. | Bitumen [B] | g |  |  |  |
| 8. | Others[O] | h |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | **Total** |  | **100%** | **100%** | **100%** |

Note: (a) *Fixed element is normally 15%; (b) Procuring Agency to modify and fill the above Table. Separate tables may be included for each package if required*

|  |
| --- |
| ***BOQ SCHEDULES***  *[The following Schedules are for example only. The schedules should be modified as appropriate for each work*]  Schedule 1: Earth Work  Schedule 2: Civil Engineering Work  Schedule 3: Others |

**[Note: Tables 1 and 2 are samples only, and should be modified as necessary]**

**Table 2:** Cost Indices and Reference Prices (applicable for specific items) for price adjustment

WPI with base 2004-2005 = 100 on the Base Date

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| S. No. | Cost Element | Symbol | Indices or Cost on the Base Date | Index for adjustment on the date for adjustment | Sources of Index |
|
| [1] | [2] | [3] | [4] | [5] | [6] |
| 1. | Fixed | a |  |  |  |
| 2. | Labour | b | Lo- all India average Consumer Price Index (CPI) Number for Industrial Workers for ….. centre[[17]](#footnote-18) (Base 2001 = 100) on the base date. | Ln-CPI for the month for the date of adjustment | Labour Bureau, Ministry of Labour and Employment, Government of India. |
| 3. | Steel | c | So – Whole-sale Price Index (WPI) for Steel [*Steel Long]* | Sn-WPI for the month for the date of adjustment | Economic Advisor, Ministry of Commerce and Industry, Government of India. |
| 4. | Cement | d | Co-WPI for Grey Cement | Cn-WPI for the month for the date of adjustment | Economic Advisor, Ministry of Commerce and Industry, Government of India |
| 5. | Plant & Equipment spares | e | Eo-WPI for “Construction machinery ” | En – WPI for the month for the date of adjustment | Economic Advisor, Ministry of Commerce and Industry, Government of India |
| 6. | Diesel**[[18]](#footnote-19)** | f | Do-Unit Cost from the identified depot on the base date | Dn-Unit Cost for the date of adjustment | From the ………. Depot |
| 7. | Bitumen**[[19]](#footnote-20)** | g | Bo-Unit Cost from the identified refinery on the base date | Bn- Cost per unit for the date of adjustment | From …. Refinery |
| 8. | Others | h | Oo- All India Wholesale Price Index(WPI) for all commodities | On- All India WPI for all commodities for the month for the date of adjustment | Economic Advisor, Ministry of Commerce and Industry, Government of India |

Section B: Invitation to Quote

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Secondary Procurement under a Framework Agreement

(method: mini-competition)

|  |  |
| --- | --- |
| **Framework Agreement:** | **[*Insert short title of FA*]** |
| **FA Reference No.** | [*Insert Purchaser’s FA reference*] |
| **ITQ Ref No.:** | [*Insert reference*] |
| **ITQ Date:** | [*Insert date of ITQ*] |

Dear [*insert name of FA Holder/ Contractor*],

1. **Invitation to Quote (ITQ)**
2. With reference to above Framework Agreement, you are invited to submit your most competitive Quote in this Secondary Procurement process. The Quote is for the Works described in Annex 1: Purchaser’s Requirements, attached to this ITQ.
3. **Price**
4. Your Quote must be submitted in the format contained in Annex 2: Quote Form.
5. The prices quoted shall be fixed and shall not be subject to any further adjustment, shall be in Indian Rupees, and shall be valid for a period of 60 days.
6. The prices quoted shall be inclusive of GST and any other taxes or duties that the Contractor will have to pay for the performance of this Contract(s).
7. In addition please refer to Provision 8 of Section A: Framework Agreement Provisions on Contract Price.
8. **Clarifications**
9. For any clarifications regarding this ITQ, your request for clarifications should be addressed to ……….. [*insert name*], before ……… [*insert date*].
10. **Submission of Quotes**
11. Quotes shall be submitted in hard copy, before 3 PM on ………. [*insert day, month, year*], at the following address …………… Electronic quotes are not permitted.
12. **Opening of Quotes**
13. Quotes will be opened in the presence of Contractors, or their representatives who choose to attend, at …….. [*insert time*] on ………….. [*insert day, month, year*][[20]](#footnote-21)
14. **Evaluation of Quotes**
15. Quotes will be evaluated item-wise/lot-wise [*select one*] and according to the criteria and methodology described in Provisions 26 and 27 of Section A: Framework Agreement Provisions.
16. **Contract**
17. Attached, at Annex 3 to this ITQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on these terms.

On behalf of the Purchaser:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Title/position:** |  |

**Attachments:**

**Annex 1**: Purchaser’s Requirements (Secondary Procurement)

**Annex 2**: Quote Form (Secondary Procurement)

**Annex 3**: Call-off Contract

Annex 1: Purchaser’s Requirements (Secondary Procurement)

[*Procuring Agency (a) to include description of each Work proposed to be contracted through this Call-off, along with all details like drawings, technical specifications etc.; and (b) include BOQ for each of these Works*]

**Table 1**- List of Works for which Quotes are invited from FA Holders

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FA No.** | **Package No.** | **Broad Description of Works** | **Completion period** | **Location/ Region where the Work is to be executed** |
|  | **Package Type 1** | Work 1.1 ……………. |  |  |
| Work 1.2 ……………. |  |  |
|  |  |  |
|  |  |  |
| Work 1.n ……………. |  |  |
|  | | | |
| **Package Type 2** | Work 2.1 ……………. |  |  |
| Work 2.2 ……………. |  |  |
|  |  |  |
|  |  |  |
| Work 2.n ……………. |  |  |

**Table 2**: Bill of Quantities for Work 1.1 [*Include separate table for each Work*]

|  |  |  |  |
| --- | --- | --- | --- |
| **Item no.** | **Description if item (with brief specifications and reference to Book of specifications)** | **Unit** | **Quantity** |
|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

ANNEX 2: Quote Form (Secondary Procurement)

[*FA Holder*/ *Contractor may quote for one or more Works and quote rates, prices, and discounts (including their method of application), if any*]

|  |  |
| --- | --- |
| **From:** | **[*Insert Contractor’s legal name*]** |
| **Framework Agreement:** | **[*Insert short title of FA*]** |
| **FA Reference No.** | **[*Insert Purchaser’s FA reference*]** |
| **ITQ Ref No.:** | **[*Insert reference*]** |
| **ITQ Date:** | **[*Insert date of ITQ*]** |

To.

Dear [*insert name of Purchaser’s Representative*] Date:……….

**SUBMISSION OF QUOTE**

1. **Conformity and no reservations**

In response to the above named ITQ we offer to execute the Works, as per this Quote and in conformity with the ITQ, Completion Schedules, Technical Specifications etc. We confirm that we have examined and have no reservations to the ITQ, including the Call-off Contract.

1. **Quote Price**

The total price of our Quote, inclusive of GST and any other taxes or duties that we will have to pay for the performance of this Contract, and excluding any discounts offered in item 3 below is:

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

Or

*Option 2,* in case of multiple lots: (a) Total price of each lot [*insert the total price of each lot in Rs in words and figures*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in Rs in words and figures*].

1. **Discounts**

The discounts offered are: [*Specify in detail each discount offered*]

The exact method of calculations to determine the net price after application of discounts is: [*Specify in detail the method that shall be used to apply the discounts*].

1. **Quote Validity Period**

Our Quote shall be valid for the period specified in ITQ, and it shall remain binding upon us and may be accepted at any time before it expires.

1. **Commissions, gratuities, fees**

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quote or execution of a Call-off Contract [*If none has been paid or is to be paid, indicate “*none*.”*]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. **Not Bound to Accept**

We understand that you are not bound to accept the lowest evaluated cost Quote, the Most Advantageous Quote or any other Quote that you may receive.

1. **Fraud and Corruption**

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

1. **Confirmations**

We hereby confirm that we continue to meet the eligibility, qualifications and other requirements mentioned in RFB document for establishing framework agreements.

On behalf of the Contractor:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Title/position:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Table 3**- FA Holder’s/ Contractor’s Quote[[21]](#footnote-22) for this Call-off Process

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **FA No.** | **Package No.** | **Broad Description of Works** | **Completion period** | **Location/ Region where the Work is to be executed** | **Quote Price (Rs)** |
|  | **Package Type 1** | Work 1.1 ……………. |  |  |  |
| Work 1.2 ……………. |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Work 1.n ……………. |  |  |  |
| **Package Type 2** | Work 2.1 ……………. |  |  |  |
| Work 2.2 ……………. |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Work 2.n ……………. |  |  |  |
| **Total Quote Price (in Figures)** | | | | | |
| **Total Quote Price (in Words)** | | | | | |

**Table 4** - FA Holder’s/ Contractor’s Quote for Work 1.1 [*Include corresponding tables for each Work*]

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Rate** | |  | |
| **Serial. No.** | **Description of item (with brief specification and reference to Book of specification)** | **Quantity** | **Unit** | **In figures** | **In words** | | **Amount** |
|  |  |  |  |  |  | |  |
| **Total Quote Price for this Work (in figures)** | | | | | | | |
| **Total Quote Price for this Work (in words)** | | | | | | | |

Annex 3: Call-off Contract for Execution of Works

|  |  |
| --- | --- |
| **Framework Agreement:** | [*Insert name of FA*] |
| **FA Reference No.** | [*Insert Purchaser’s FA reference*] |
| **Invitation to Quote No. & Date** |  |
| **Purchase Order No. & Date:** | [*Insert reference*] |

|  |  |  |
| --- | --- | --- |
| **Purchaser:** |  | **Contractor:** |
| [*name of Purchaser*]  [*address*] |  | [*name of Contractor*]  [*address*] |

Dear Sirs,

This is to notify you that your Quote No. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_ for execution of the Works listed in Schedule I for the total contract price[[22]](#footnote-23) of Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*amount in words and figures*], is hereby accepted by us, on the following terms and conditions.

With the issuance of this acceptance, the contract for the said work(s) stands concluded.

Yours faithfully,

**Authorized Signature**

**Name and title of Signatory**

|  |  |
| --- | --- |
| **Terms and Conditions[[23]](#footnote-24)** | |
| This Call-off Contract has been awarded under the Framework Agreement, referenced above. The Framework Agreement is incorporated by reference into this Contract, as applicable. | |
| **1. Completion Time** | 1.1 This Call-off Contract starts [*enter start date, or method of calculating the start date]* and ends *[enter end date, or method of calculating the end date. The date(s) shall correspond to the completion period(s) given in Schedule I. If the call-off contract is for more than one work, insert separately for each work*]  1.2 If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the Purchaser will decide on the intended completion date being extended by a suitable period:   1. The Purchaser does not give access to the site or a part thereof by the agreed period. 2. The Purchaser orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time. 3. Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to the Contractor or from visual inspection of the site. 4. Payments due to the Contractor are delayed without reason. |
| **2 Defects Liability** | 2.1 The “Defects Liability Period” is six months [*modify, if necessary*] from the date of taking over possession or one full monsoon season whichever occurs later. During this period, the Contractor will be responsible for rectifying any defects in construction free of cost to the Purchaser. |
| **3. Liquidated Damages** | 3.1 Any willful delay on the part of the Contractor in completing the construction within the stipulated period will render him liable to pay liquidated damages at the rate of Rs.[[24]](#footnote-25) \_\_\_\_\_\_\_\_\_\_\_\_ per day which will be deducted from payments due to him. The Purchaser may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount. |
| 4. Fraud and Corruption | 4.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures, as described in the World Bank Group’s Sanctions Framework, and more fully described in Section IV.  4.2 The Purchaser requires the FA Holder/ Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Secondary Procurement process or execution of a Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and the purpose of the commission, gratuity or fee. |
| **5. Payments** | 5.1 The Contractor shall submit to the Purchaser monthly statements of the work executed along with details of measurement of the quantity of works. The Purchaser shall determine the value of work executed after due consideration of quality and measurement of quantities claimed as executed by the contractor (i) after excluding any items certified in a previous certificate; and (ii) reducing any item previously certified, but not executed in the light of later information.  5.2 Payments shall be adjusted for deductions for payments, retention, other recoveries in terms of the contract & taxes to be deducted at source [TDS] as per applicable law.  5.3 Items of the Works for which no rate or price has been entered in shall not be paid, and shall be deemed covered by other rates and prices in the Contract. |
| **6. Payment Terms[[25]](#footnote-26)** | **6.1 Advance Payment**: If requested by the Contractor, 10% of the contract price shall be paid, on receipt of unconditional bank guarantee in the format specified in Section V.  The advance shall be repaid with percentage deductions from the interim payments, commencing with the next Interim Payment at the rate of 20 % of the amounts of all Interim Payment Certificates until the advance has been fully repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion. Interest shall not be charged on the advance payment.  **6.2 Retention Money**: The Purchaser shall retain 5% of the amount from each payment due to the Contractor subject to the maximum of 5% of final contract price. Half of the amount retained shall be repaid upon completion of the works, and other half shall be repaid when the Defects Liability Period has passed and the Purchaser has certified that all Defects notified to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee. |
| **7. Duties and Responsibilities of the Purchaser** | 7.1 The Purchaser shall be responsible for providing regular and frequent supervision and guidance to the Contractor for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the Purchaser, for checking quality of material and construction to ensure that it is as per the norms.  7.2 The Purchaser shall supply 3 sets of drawings, specifications and guidelines to the Contractor for the proposed works.  7.3 Possession of the site will be handed over to the Contractor within 10 days of signing of the agreement.  7.4 The Purchaser shall hold monthly meetings, where the Contractor will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.  7.5 The Purchaser shall record his observations/instructions at the time of the site visit in a site register maintained by the Contractor. The Contractor will carry out the instructions and promptly rectify any deviations pointed out by the Purchaser. If the deviations are not rectified, within the time specified in the Purchaser’s notice, the Purchaser, may instruct stoppage or suspension of the construction. It shall thereupon be open to the Purchaser to have the deviations rectified at the cost of the Contractor. |
| **8. Duties and Responsibilities of the Contractor** | 8.1 The Contractor shall:   1. take up the work(s) and arrange for its completion within the stipulated time period; 2. employ suitable skilled persons to carry out the works; 3. regularly supervise and monitor the progress of works; 4. abide by the technical suggestions/ directions of supervisory personnel including engineers etc. regarding the construction; 5. be responsible for bringing any discrepancy to the notice of the Purchaser and seek necessary clarification: 6. ensure that the work is carried out in accordance with specifications, drawings etc.; 7. keep the Purchaser informed about the progress of works; 8. correct the notified defects within the length of time specified by the Purchaser; 9. be responsible for all security and watch and ward arrangements at site until handing over of the Works to the Purchaser; 10. maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of defect liability period; 11. pay all duties, taxes and other levies payable by construction agencies as per law under the contract (Purchaser will effect deduction from running bills in respect of such taxes as may be imposed under the law); 12. abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authorities; 13. abide by all enactments on protection of social health and safety obligations, and environment, and rules made there under, regulations, notifications and by-laws of the Sate or Central Government, or local authorities; 14. be responsible for the safety of all activities on the Site. |
| **9. Extra Items** | 9.1 The works shall be executed by the Contractor in accordance with the approved drawings and specifications, and there shall be no variation in BOQ items, unless due to exceptional circumstances, the Purchaser issues instructions for execution of extra items. If extra items are ordered to be executed, following procedure shall be followed;   1. The Contractor shall provide the Purchaser with a quote for carrying out the extra items when requested to do so by the Purchaser. The Purchaser shall assess the quote, which shall be given within seven days of the request before the extra items are ordered. 2. If the quote given by the Contractor is unreasonable, the Purchaser may order the extra items and make a change to the Contract Price which shall be based on Purchaser’s own forecast of the effects of the extra items on the Contractor’s costs. 3. The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning. |
| **10. Cost of Repairs** | 10.1 Loss or damage to the Works or Materials incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions. |
| **11. Performance Security** | 11.1 The Performance Security (not exceeding 5% of the contract amount) submitted by the FA Holder/ Contractor on award of FA, and proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor’s failure to complete its obligations under the Contract(s) including the defects liability period(s). |
| **12. Termination** | 12.1 The Purchaser may terminate the Call-off Contract if the Contractor causes a fundamental breach of the Contract.  12.2 Fundamental breaches of Call-off Contract include, but shall not be limited to the following:  (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Purchaser;  (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;  (c) the Purchaser gives Notice that failure to correct a particular Defect is a fundamental breach of Contract, and the Contractor fails to correct it within a reasonable period of time determined by the Purchaser;  (d) the Contractor does not maintain a security which is required;  (e) the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and  (f) the contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid.  12.3 Notwithstanding the above, the Purchaser may terminate the Call-off Contract for convenience.  12.4 If the Call-off Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. |
| **13. Payment upon Termination** | 13.1 If the Call-off Contract is terminated because of a fundamental breach of Call-off Contract by the Contractor, the Purchaser shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.  13.2 If the Call-off Contract is terminated at the Purchaser’s convenience, the Purchaser shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law. |
| **14. Dispute settlement** | 14.1 If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.  14.2 In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer/ Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the Purchaser. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. |
| **15. Additional Conditions** | 15.1 [*insert any additional details or conditions as necessary, otherwise delete this row*] |

Schedule I

**Table 1**- **List of Works to be executed under the Call-off Contract**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **FA No.** | **Package No.** | **Broad Description of Works** | **Completion period** | **Location/ Region where the Work is to be executed** | **Contract Price[[26]](#footnote-27)** |
|  | **Package Type 1** | Work 1.1 ……………. |  |  |  |
| Work 1.2 ……………. |  |  |  |
| ……………. |  |  |  |
|  | | | | |
| **Package Type 2** | Work 2.1 ……………. |  |  |  |
| Work 2.2 ……………. |  |  |  |
| …………… |  |  |  |
| **Total contract price Rs [in Figures]** | | | | | |
| **Total contract price Rs [in Words]** | | | | | |

**Table 2**: **Bill of Quantities for Work 1.1 [*Include separate table for each Work to be Executed under this Call-off Contract*]**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Rate** | |  | |
| **Serial. No.** | **Description of item (with brief specification and reference to Book of specification)** | **Quantity** | **Unit** | **In figures** | **In words** | | **Amount** |
|  |  |  |  |  |  | |  |
| **Total Quote Price for this Work Rs (in figures)** | | | | | | | |
|  | | | | | | | |
| **Total Quote Price for this Work Rs (in words)** | | | | | | | |

Section C: List of Participating Purchasers

The following agencies are participating as Purchasers in this Framework Agreement. The Procuring Agency may modify this list of Purchasers as and when required without any reference to the FA Holders (Contractors).

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Name of Purchaser** | **Address** | **Representative** |
|  | [*insert complete name of* *Procuring Agency/Purchaser #1*]  [*insert the type of legal entity*] | [*insert the address of the principle place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |
|  | [*insert complete name of Purchaser #2*]  [*insert the type of legal entity*] | [*insert the address of the principle place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |
|  | [*insert complete name of Purchaser #3*]  [*insert the type of legal entity*] | [*insert the address of the principle place of business*] | Name:  Title/position:  Phone:  Mobile:  E-mail: |

**Section IV - Fraud and Corruption**

Section IV - Fraud and Corruption

**(Section IV shall not be modified)**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. 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.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “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;
8. “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;
9. “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;
10. “obstructive practice” is:
11. 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
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. 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;
14. 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;
15. Pursuant to the Bank’s Anti- Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[27]](#footnote-28) (ii) to be a nominated[[28]](#footnote-29) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[29]](#footnote-30) 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.

Section V – Sample Forms including Price Schedules

Letter of Bid

Primary Procurement - Framework Agreement Works

|  |
| --- |
| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text is to help Bidders in preparing this form.* |

**Framework Agreement - Works**

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

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

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

1. **No reservations:** We have examined and have no reservations to the RFB document including addenda, and offer to execute the Works awarded under Call-off contracts in conformity with the RFB document;
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**;
3. **Bid Price**: The total price of our Bid, excluding any discounts offered in item (d) below is: *[Insert one of the options below as appropriate]*

*[Option 1, in case of one package:]* Total price of our bid covering all items in the indicative bill of quantity for the primary procurement process for the package is: [*insert the total price of the Bid in Rs in words and figures*];

Or

*[Option 2, in case of multiple packages:]* (a) Total price of each package covering all items in the indicative bill of quantity for the primary procurement process for the respective package is: [*insert the total price of each package in Rs in words and figures*]; and (b) Total price of all packages (sum of all packages) [*insert the total price in Rs of all packages in words and figures*];

1. **Unconditional Discounts:** The unconditional discounts offered are: [*Specify in detail each unconditional discount offered.*]

The exact method of calculations to determine the net price after application of the unconditional discounts is shown below: [*Specify in detail the method that shall be used to apply the unconditional discounts*];

1. **Bid Validity Period**: Our Bid is valid for 90 days from the date fixed for the Bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
2. **Performance Security**: If our Bid is accepted and we are awarded a Framework Agreement, we commit to obtain a performance security in accordance with the bidding document;
3. **Suspension and Debarment**: We have not been debarred/removed from approved list (dealings suspended) by the Central/State Governments/Undertakings or by the World Bank.
4. **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB Clause 3.1*];
5. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB process or execution of the Contract awarded at Call-off stage: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid or is to be paid*]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
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1. **No exclusivity**: We understand that the award of a Framework Agreement, provides no form of exclusivity, and the Procuring Agency/Purchaser is, at all times, entitled to enter into other contracts and agreements with other contractors for the provision of any or all Works which are the same as or similar to these Works.
2. **Not Bound to Purchase**: We understand that there is no obligation on the Procuring Agency/Purchaser(s) to purchase any Works, from any FA Holder/Contractor during the Term of the Framework Agreement. In the event that we are awarded a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
3. **Not Bound to Accept**: We understand that you are not bound to accept any or all Bids that you may receive.
4. **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption. We also undertake that, in competing for the FA and in executing any Call-off contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988, as amended from time to time”

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

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

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

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

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

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid. Price Schedule Forms for Primary Procurement Process

[*These Notes are intended only as information for the Procuring Agency or the Purchaser, and should not be included in the final documents.*

***Note 1.*** *The Indicative Works’ Requirements and respective BOQs included in the price schedules shall cover, description, drawings and specifications of the Works expected to be executed during the currency of the FA. The objective is to provide sufficient information to enable Bidders to prepare their Bids efficiently.*

***Note 2.*** *Actual individual works (call-off contracts) within a package may vary and would be as specified in the secondary call-off process. The BOQ listed for a package for evaluation at primary procurement stage is indicative, and shall be sufficient to cover all BOQ items for each individual call-off contract to be procured under the package. The BOQ at call-off stage shall thus be either the same or a subset of the BOQ included in the price schedules for the package. BOQ item quantities may however, vary for individual contracts, as necessary.*

***Note 3****: Similar works may be grouped into separate packages, if considered necessary for different regions or for special needs regions.*]

|  |
| --- |
| 1. Indicative List[[30]](#footnote-31) of Works (Packages) and Completion Schedule for Primary Procurement Process  *[The Procuring Agency shall fill columns 1 to 5 of the table to enable the Bidder to prepare the Bid]* |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **FA No.**  **and**  **Brief Description of FA** | **Package No.** | **Broad Description of Works[[31]](#footnote-32) including Broad Indication of Locations/ Regions where Works are likely to be executed** | **Bid Security[[32]](#footnote-33)** | **Indicative Completion period for individual Work awarded at Call-off stage** | **\*\*Price for the work based on the indicative BOQ for this package**  **Rs.** | |
| **In figures** | **In words** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** |
|  | **Package Type 1** |  |  |  |  |  |
| **Package Type 2** |  |  |  |  |  |
| Total (Rs. in figures) | | | | | | |
| Total (Rs. in words) | | | | | | |

\* Amounts carried forward from BOQ tables for a work under each package e.g. from Table 1 for Package 1

**2. Indicative Bill of Quantities for Primary Procurement Process (Package Type 1[[33]](#footnote-34))**

The indicative Bill of Quantities shown below is the super set of BOQs for individual call-off contracts under this package. Actual BOQ for each Work to be executed in accordance with the approved drawings and specifications shall be specified at the Call-off stage.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***Item no.*** | ***Description*** | ***Unit*** | ***Quantity*** | ***Rate*** | | ***Amount*** |
| **In figures** | **In words** |
|  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |
| Total (Rs. in figures)\* | | | | | | |
| Total (Rs. in words)\* | | | | | | |

\* Amounts carried over to Table 1 for Package 1

Bidder Information Form

Primary Procurement - Framework Agreement Works

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

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

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

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

**1 Bidder’s Name[[34]](#footnote-35): ………………………………… *[insert Bidder’s legal name]***

Bidder’s Authorized Representative, if any……… [*insert name, address, contact details*]

**1.1** Principal place of business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Power of attorney of signatory of Bid.

***[Attach copy]***

**1.2** Total value of Civil\*\* Engineering 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

construction work performed in the last 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

three years (in Rs. Lakhs) 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.3** Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Project Name** | **Name of Employer** | **Description of work** | **Contract No.** | **Value of contract (Rs. Lakhs)** | **Date of issue of work order** | **Stipulated period of completion** | **Actual date of completion** | **Remarks explaining reasons for delay and work completed** |
|  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |
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\*\* Modify as appropriate.

Existing commitments and on-going works:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description of Work**  **(1)** | **Place & State**  **(2)** | **Contract No. & Date**  **(3)** | **Value of Contract**  **(Rs. Lakh)**  **(4)** | **Stipulated period of completion**  **(5)** | **Value of works\* remaining to be completed**  **(Rs. Lakhs)**  **(6)** | **Anticipated date of completion**  **(7)** |
|  |  |  |  |  |  |  |
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\* Enclose a certificate from Engineer/ Purchaser concerned.

**1.4** Proposed subcontracts and firms involved.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sections of the works** | **Value of Sub-contract** | **Sub-contractor (name & address)** | **Experience in similar work** |
|  |  |  |  |
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**1.5** (a)Financial Statements for three years reflecting the financial situation of the Bidder.

(b) Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of supporting documents.

**1.6** Name, address, and telephone, telex, and fax numbers of the Bidders’ bankers who may provide references if contacted by the Procuring Agency.

**1.7** Information on litigation history in which the Bidder is involved.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Other party(ies)** | **Employer** | **Cause of dispute** | **Amount involved** | **Remarks showing present status** |
|  |  |  |  |  |
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1.8 Organizational chart, a list of Board of Directors, and the beneficial ownership are attached.

**Form of Bid Security - Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

Bid Guarantee No…………………….*[insert guarantee reference number]*

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

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[date]* or will submit his Bid for the construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Framework Agreement]* (hereinafter called "the Bid") under Request for Bids No……………………….*[insert number]* (hereinafter called “the RFB”)

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of bank]* of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of Procuring Agency]* (hereinafter called "the *Procuring Agency*") in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[35]](#footnote-36) for which payment well and truly to be made to the said Procuring Agency the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 14.2;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Procuring Agency during the period of Bid validity:

(a) fails or refuses to execute the Framework Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

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

This Guarantee will remain in force up to and including the date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[36]](#footnote-37) days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Procuring Agency, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS \_\_\_\_\_\_\_\_\_\_\_\_ SEAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature, name, and address]

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

Notification of Award / Letter of Acceptance

Framework Agreement for Works

*[Use letterhead paper of the Procuring Agency]*

*[Date]*

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

**Notification of Award of Framework Agreement**

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

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

Please sign and date both copies of the attached Framework Agreement, and return to us in the envelope provided, along with performance security in terms of ITB Clause 19 for amount of Rs …….., within 21 days of receipt of this letter of acceptance, and visit this office to sign the contract.

Failure to furnish performance security and signed agreement within the period stipulated, shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security.

Signature of authorized signatory:

Name of signatory:

Title of signatory:

Name of Procuring Agency:

**Attachment:**

Framework Agreement (Annex 3 and Schedule I)

**Performance Security - Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Procuring Agency]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[address of Procuring Agency]*

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Bidder, also referred to as FA Holder or Contractor]* (hereinafter called "the Bidder") has undertaken, in pursuance of Framework Agreement No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to execute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert brief description of Works]* (hereinafter called "the Framework Agreement");

AND WHEREAS it has been stipulated by you in the said Framework Agreement that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Framework Agreement and Call-off Contracts, if any;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of guarantee[[37]](#footnote-38)]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until ……… (i.e.) 45 days after the expected completion date of the last call-off contract that could be awarded under the Framework Agreement, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Advance Payment Security**

**Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

Advance Payment Guarantee No…………………….*[insert guarantee reference number]*

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

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Purchaser]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[address of Purchaser]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of the call-off Contract]*

under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name and no. of Framework Agreement]*

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, Clause 6.1 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of guarantee**[[38]](#footnote-39)]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[in words]*.

We, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Purchaser]* and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Purchaser]* receives full repayment of the same amount from the Contractor. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Retention Money Security**

**Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Bank’s name and address of issuing branch or office]*

**Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[Name and Address of Employer]*

***Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**RETENTION MONEY GUARANTEE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of FA Holder/ contractor[[39]](#footnote-40)]* (hereinafter called “the Contractor”) has entered into Call-off Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the call-off contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with you, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of call-off contract and brief description of Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of \_\_\_\_\_\_\_\_\_\_\_ *[insert* *the second half of the Retention Money]* is to be made against a Retention Money guarantee.

At the request of the contractor, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in Rupees]* (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) *[amount in words[[40]](#footnote-41)]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Call-off Contract without cavil or argument.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number \_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_ *[name and address of Bank].*

This guarantee shall expire, at the latest, 21 days after the date when the Procuring Agency/ Purchaser or its Representative (Engineer) has issued the Defects Liability Certificate. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*[Signature(s) and seal of the guarantor]*

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

1. This simplified FA is for use where the estimated total value of call-off contracts likely to be placed on the FA Holder(s) is less than US$ 1 million equivalent. [↑](#footnote-ref-2)
2. Delete if not applicable [↑](#footnote-ref-3)
3. Should be the same as the deadline for receipt of bids, or promptly thereafter. [↑](#footnote-ref-4)
4. *Insert if applicable: “Any Contract(s) awarded under a Framework Agreement will be jointly financed by [insert name of co-financing agency]”* [↑](#footnote-ref-5)
5. In case of multiple packages, please insert amount of the Bid Security for each package. [↑](#footnote-ref-6)
6. Delete/ modify this sub-clause if pre-bid meeting or site visit is not planned [↑](#footnote-ref-7)
7. Provide Qualification Criteria for each Package Type separately [↑](#footnote-ref-8)
8. Insert an amount not exceeding 0.25% (zero point two five %) of the estimated value of the indicative call-off contracts in the package. In case of multiple packages, please insert amount of the Bid Security for each package. [↑](#footnote-ref-9)
9. Insert an amount not exceeding 1% (one %) of the estimated total value of Works in the package. In case of multiple packages, insert amount of the Performance Security separately for each package. [↑](#footnote-ref-10)
10. The list is indicative. Actual Works to be executed shall be specified at the Call-off stage. [↑](#footnote-ref-11)
11. Indicative Bill of Quantities for Works under each Package Type is listed in separate tables below. [↑](#footnote-ref-12)
12. In case of multiple packages, please insert amount of the Bid Security for each package. The amount must be the same as given in ITB Clause 10. [↑](#footnote-ref-13)
13. Insert separate tables of BOQs for each Package Type [↑](#footnote-ref-14)
14. Delete 8.1 (b) and (c) if rates quoted by the bidders at the primary procurement stage are not subject to adjustment for the duration of the framework agreement. [↑](#footnote-ref-15)
15. For purposes of this clause only, ‘All’ will include all FA Holders, if the method of selection follows provision 23 (i) above; and will include all FA Holders that operate in the region where Work is to be executed, if the method of selection follows provision 23 (ii) above. [↑](#footnote-ref-16)
16. Delete this attachment if rates quoted by the bidders at the primary procurement stage are not subject to adjustment for the duration of the framework agreement. [↑](#footnote-ref-17)
17. The Centre to be specified should be the relevant one for which CPI is published by the Labour Bureau. [↑](#footnote-ref-18)
18. The identified depot for the rate of diesel for the base date and the applicable date for price adjustment. [↑](#footnote-ref-19)
19. The identified refinery for the rate of Bitumen for the base date and the applicable date price adjustment. [↑](#footnote-ref-20)
20. Time and date for opening of quotes should be the same as the deadline for receipt of quotes, or promptly thereafter. [↑](#footnote-ref-21)
21. Rates quoted shall be inclusive of GST and any other taxes or duties that the Contractor will have to pay for the performance of this Contract. [↑](#footnote-ref-22)
22. In case of more than one work, include price for each work, and the total contract price for all Works. [↑](#footnote-ref-23)
23. References to “Purchaser” and “Contractor” may also mean their respective representatives e.g. “Engineer” of the Purchaser or the “Site In-charge” of the Contractor. In case of more than one work, please include applicable conditions for each work, if they differ from one work to another. For example “[*If necessary insert separate completion time for each work*]” etc. [↑](#footnote-ref-24)
24. Insert the amount of liquidated damages per day, which should be determined at not less than 0.05 % of the contract price of the works). [↑](#footnote-ref-25)
25. The payment terms may be suitably modified in individual cases, as required. [↑](#footnote-ref-26)
26. All Prices shall be inclusive of GST and any other taxes or duties that the Contractor will have to pay for the performance of this Contract. [↑](#footnote-ref-27)
27. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an Addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-28)
28. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the Bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the Bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-29)
29. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-30)
30. The list is indicative. Actual Works to be executed shall be specified at the Call-off stage. [↑](#footnote-ref-31)
31. Indicative Bill of Quantities for Works under each Package Type is listed in separate tables below. [↑](#footnote-ref-32)
32. In case of multiple packages, please insert amount of the Bid Security for each package. The amount must be the same as given in ITB Clause 10. [↑](#footnote-ref-33)
33. Insert similar separate tables of BOQs for each Package Type [↑](#footnote-ref-34)
34. In case of state-owned enterprise or institution, in accordance with ITB Clause 3.1, attach documents establishing (i) legal and financial autonomy; (ii) operation under commercial law; and (iii) establishing that the Bidder is not under the supervision of the Procuring Agency or Purchaser. [↑](#footnote-ref-35)
35. *The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 10.1 of the Instructions to Bidders.* [↑](#footnote-ref-36)
36. *45 days after the end of the validity period of the Bid.* [↑](#footnote-ref-37)
37. *An amount shall be inserted by the Guarantor, representing 1% of the value of indicative call-off contracts under the Framework Agreement.* [↑](#footnote-ref-38)
38. An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees. [↑](#footnote-ref-39)
39. *In the case of a JV, insert the name of the Joint Venture* [↑](#footnote-ref-40)
40. *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.* [↑](#footnote-ref-41)