

**MEGHALAYA BASIN MANAGEMENT AGENCY
(MBMA)**

Sustainable Land Management Meghalaya (SLMM)

Financed under
German Financial Cooperation

With
KfW Development Bank

BMZ-No.202067973

REQUEST FOR QUOTATION

for

Procurement of Sports Utility Vehicles (SUV) under
KfW,MBMA.

RFQ No.: MBMA/KfW/Vehicles/64/G-2/2023-24/07



Date of Issue: 20th February, 2024

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Section I: Letter of Invitation

RFQ No: MBMA/KfW/Vehicles/64/G-2/2023-24/ 07

Date: 20th February, 2024

Dear Sir/Madam,

1. The Government of Meghalaya hereinafter called Meghalaya Basin Management Agency (MBMA), has received financing from KfW towards the cost of Sustainable Land Management (SLM) Meghalaya Project, and intends to apply part of the proceeds toward eligible payments under the contract for which this Request for Quotation (RFQ) is issued.
2. MBMA now invites sealed price quotations from the eligible suppliers for the supply and delivery of:

LOT#	Brief Description of the Goods	Quantity (Nos)	Delivery Period
Lot#1	SUV 2WD (Type 1)	1	Within 60 days of the Purchase Order issued. Delivery Address: Meghalaya Basin Management Agency MBDA Building, - Meghalaya State Housing Cooperative and Financing Society Campus, Upper Nongrim Hills, Shillong, PIN-793003
Lot#2	SUV 2WD (Type 2)	1	
Lot#3	SUV 2WD (Type 3)	1	
Lot#4	SUV 4WD (Type 4)	2	

3. Quotations must be in a sealed envelope for all Lots clearly marked with the inscription:
"Procurement of Sports Utility Vehicles (SUV) under KfW (with the Type 1 or 2 or 3 or 4);

RFQ No: MBMA/KfW/Vehicles/64/G-2/2023-24/07"

Addressed to:

Meghalaya Basin Management Agency, Procurement Unit

Attn:

Additional Project Director

SLMM, KfW, MBMA

Meghalaya Basin Management Agency

Procurement Unit

C/o Meghalaya State Housing Financing Co-operative Society Ltd.

Nongrim Hills, Shillong-793003

Email: mbmaprourement@gmail.com



4. **The deadline for receipt of your sealed quotation is 4th March, 2024 by 1600 Hrs. (IST). Quotations will be opened on 4th March, 2024 at 1630 Hrs. Late quotes will be rejected.**
5. All bids must be accompanied by the following documents. Offers with incomplete documents will be rejected:
 - a) A Copy of your business registration/trading license.
 - b) A Copy of the Authorised dealership certificate; if applicable
 - c) A Copy of GST Registration certificate.
 - d) List of priced accessories which are not included in the Goods prices.
 - e) Declaration of Undertaking as per Section V of this RFQ document.
 - f) Average Annual Turnover of at least INR. 2 crores in the previous three financial years viz. 2020-2021, 2021-2022 and 2022-2023.
 - g) Minimum 2 years' Experience.
6. Tenderer's are required to complete the quotation Form and Price Schedule on their company's letter head in the formats provided in Section VI and VIII of the bid documents.
7. Quotation shall be fixed and presented in Indian Rupees. Price quotations shall indicate any discount separately. The financial evaluation will be based on the price quotation per lot. The final financial evaluation will consider the economically most advantages offer for respective lots.
8. Price quotations will indicate all applicable taxes separately.
9. Tenders shall be valid for **Ninety (90)** days from the date of tender submission.
10. Tenderer's are requested to bid for any of the lots.
11. The items shall be delivered to the Recipient within **60 days** from date of Contract Signature.
12. 100% payment of the contract price will be paid within thirty (30) days after full delivery of all the items and accepted by the Purchaser and the Recipient.
13. A Tender Security or Insurance bond is not required.
14. When preparing their quotations, tenderer's shall be guided by the Instructions and Conditions of Supply in Section III.
15. Requests for clarifications shall be submitted within five (5) days after the receipt of the invitation to tender to mbmaprourement@gmail.com
16. Kindly acknowledge receipt of this letter immediately in writing by email. Kindly also notify whether you intend to submit a bid or not.

Yours Sincerely



Additional Project Director

SLMM, KfW

Meghalaya Basin Management Agency

C/o Meghalaya State Housing Financing Co-operative Society Ltd.

Nongrim Hills, Shillong-793003

Email: mbmaprourement@gmail.com



Section II: Pre-selected Firms

Not Applicable



Section III: Instructions to Bidders

"Procurement of Sports Utility Vehicles (SUV) under KfW,MBMA"

RFQ No MBMA/KfW/Vehicles/64/G-2/2023-24/07

1. Rules of the procurement	<p>The rules of this procurement and the selection of the firm for the supply of the goods will be made in accordance with the KfW "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".</p> <p>The latest version of these KfW Guidelines can be downloaded from KfW's website under: https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf.</p>
2. Context of the requirement	"Procurement of Sports Utility Vehicles (SUV) under KfW,MBMA"
3. Eligibility criteria to participate in public procurement	<p>The suppliers should be:</p> <ul style="list-style-type: none">• in conformity with the provisions of the law and• have fulfilled their obligations with regard to the payment of duties and taxes and• are generally eligible as per KfW Eligibility Criteria (Section IV).
4. Pre-selected firms	Pre-selected Firms are listed in Section II is not applicable.
5. Clarifications	<p>Requests for clarifications shall be submitted within Five (5) working days after the receipt of the RFQ to mbmaprourement@gmail.com.</p>



6. Submission of quotation	<p>Quotations shall be submitted in 1 original enclosed in a sealed envelope, clearly marked with the inscription: "Procurement of Sports Utility Vehicles (SUV) under KfW (with the Type 1 or 2 or 3 or 4); RFQ No: MBMA/KfW/Vehicles/64/G-2/2023-24/07 " and must be sent or delivered to the address:</p> <p>Procurement Unit KfW, MBMA Meghalaya Basin Management Agency C/o Meghalaya State Housing Financing Co-operative Society Ltd. Nongrim Hills, Shillong-793003, Email:mbmaprourement@gmail.com</p>
7. Submission deadline for the quotation	<p>Date: No later than 4th March,2024 by 1600 Hrs (IST) at Meghalaya Basin Management Agency C/o Meghalaya State Housing Financing Co-operative Society Ltd. Nongrim Hills, Shillong-793003, Email:mbmaprourement@gmail.com</p> <p>Any quotations received after the deadline prescribed in this section will be rejected and returned unopened to the bidder.</p>
8. Opening of quotations	<p>The opening will be held on 4th March,2024 by 1630 Hrs (IST) at</p> <p>Meghalaya Basin Management Agency C/o Meghalaya State Housing Financing Co-operative Society Ltd. Nongrim Hills, Shillong-793003 in the presence of the Bid Opening Committee and the bidders' representatives who prefer to attend.</p>
9. Period of validity of quotation	<p>90 Days (starting from submission date)</p>



10. Documents comprising the quotation	<p>Each bidder shall submit only one quotation.</p> <p>Quotations submitted by the bidders shall comprise the following documents:</p> <ul style="list-style-type: none"> a.) Declaration of Undertaking (Section V) b.) Form of Quotation (Section VI) c.) List of Goods and Price Schedule (Section VIII) d.) Schedule of Technical Specifications of Goods Offered (Section IX) e.) Company's Business Registration Documents f.) GST Registration Certificate g.) Average Annual Turnover of at least INR. 2 crores in the previous three financial years viz. 2020-2021, 2021-2022 and 2022-2023. h.) Minimum 2 years' Experience. i.) Manufacturer's or Technical Brochures (catalogues) on the items offered j.) Non-Manufacture's Bidders will submit the Manufacture's Authorization Form (MAF). <p>Incomplete offers will be rejected.</p>
11. Brief description of the required goods (Technical details in Section IX)	<ul style="list-style-type: none"> a.) SUV 2WD (Type 1) b.) SUV 2WD (Type 2) c.) SUV 2WD (Type 3) d.) SUV 4WD (Type 4)
12. Language of bid	<p>The bid prepared by the Bidder, and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language.</p>
13. Currency of quotation	<p><input type="checkbox"/> The Indian Rupee (INR) ₹</p>



14. Bid prices	<ul style="list-style-type: none"> • The Bidder shall indicate, on the appropriate Price Schedule attached to these documents (Section VIII), the total Bid Price quoted CIP (Carriage and Insurance Paid To) for goods, transport and insurance to the named place of destination (specified in No. 23), excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported. • The Bidder shall also indicate the cost of services, like installation, test run, user training and delivery of manuals in the requested language which he proposes to supply under the Contract. • The prices indicated in the quotation are fixed and not subject to any adjustment during the period of validity. • In case of any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected.
15. Taxes on price quotation	<p>Quotation must be exclusive of any taxes.</p> <p>Applicable taxes shall be quoted separately.</p> <p>Expenditure claims under the project will be exclusive of taxes and will be borne by MBMA</p>
16. Partial quotations	<p><input checked="" type="checkbox"/> Not permitted (quotations must include all items in this RFQ)</p> <p><input type="checkbox"/> Permitted (quotations can exclude some items in this RFQ)</p>
17. Clarification of quotations	<p>The Purchaser may, at its discretion, ask any Bidder for a clarification of its quotation, if necessary.</p>
18. Correction of arithmetical errors	<p>Provided that the quotation is substantially responsive, the Purchaser shall correct arithmetical errors on the basis that the respective unit price and amount expressed in words shall prevail.</p>



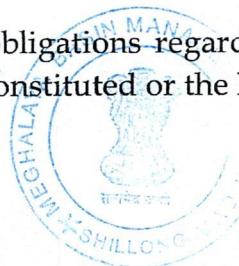
19. Evaluation criteria	<ul style="list-style-type: none"> • A quotation is considered substantially responsive if it meets the requirements listed in No. 10 without material deviation, reservation, or omission. Non-responsive offers will be rejected. • The <u>technical evaluation</u> shall be carried out by an evaluation of compliance to confirm that all requirements of Section IX: Technical Specifications have been met without any material deviation or reservation, or omission. • The <u>financial evaluation</u> will be a lowest price evaluation of the total price of the offer (corrected as necessary) after the evaluation of the technical compliance of the bids. • The financial evaluation will be evaluated on the net prices without the GST rate.
20. Award of contract	<ul style="list-style-type: none"> • The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be administratively and technical compliant and has been determined as the lowest evaluated bid.
21. Notification of award	<ul style="list-style-type: none"> • Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. • Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
22. Signing contract	<ul style="list-style-type: none"> • At the time as the Purchaser notifies the successful Bidder that his bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in this RfQ Document, incorporating all agreements between the parties. • Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser. The contract will become effective only upon return of the signed Contract Agreement.
23. Recipient and delivery location of goods	<p>Recipient of goods:</p> <p>Address: Procurement Unit, Meghalaya Basin Management Agency C/o Meghalaya State Housing Financing Co-operative Society Ltd. Nongrim Hills, Shillong-793003, Email: mbmaprocurement@gmail.com</p>



Section IV: Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation.
 - 2.2 Have been
 - a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the Performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 Have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed as full settlement against them;
 - 2.4 Have not fulfilled applicable fiscal obligations regarding payments of taxed either in the country where they are constituted or the PEA's country;



- 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Banks website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
- 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.



Section V: Declaration of Undertaking

Declaration of Undertaking

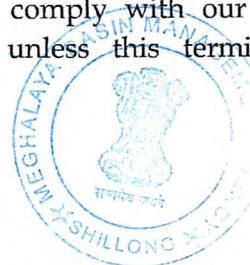
Reference name of the application/Offer/Contract:

("Contract")¹

To:

("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")² subject to its own conditions which are set out in the funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, being wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was

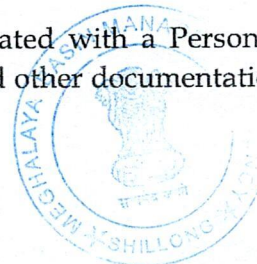


challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);
- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or
- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

- 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
- 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;



- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
- 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
- 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ in the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature:

Dated:



Appendix-1 to the Declaration of Undertaking

DECLARATION OF TAX CONFORMITY - BINDING CONFIRMATION OF LEGAL PERSONS

Name of Company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. The company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. The company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. The company will duly pay taxes that may arise from the provision of contracted services;
5. All information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....
(Place)

person)

.....
.....
(Date)

(Name of the Authorised

(Signature(s))



Section VI: Form of Quotation

[The Bidder shall prepare his Bid Submission Form on a letterhead paper specifying the Bidder's complete name, address and communication details].

Date: _____

To: _____

Ref.: Procurement of Sports Utility Vehicle (SUV) under KfW -

RFQ No: MBMA/KfW/Vehicles/64/G-2/2023-24/07

We refer to your RFQ No. _____ dated _____. We undertake to supply the goods as indicated in the attached Schedule of Technical Specifications and List of Goods and Price Schedule in accordance with the Request for Quotation document for the contract price of _____ (amount in words and figures) in _____ (name of currency).

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

We undertake to complete the delivery of the above equipment to the Recipient within ____ days from the date of Contract Signature.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in the Conditions of Supply.

The validity period of our quotation is: _____ days.

Until a formal Contract is prepared and executed, this quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the validity of the Quotation required by the documents.

Authorized Signature: _____

Name and Title of Signatory: _____



Section VII: Schedule of Requirements

1) Supply of Goods & warranty:

Each item of goods to be supplied is described in Section IX: Schedule of Technical Specifications of Goods. The successful Supplier shall supply a copy of manufacturer's operation, maintenance and spare-part manuals of the goods (Vehicle).

Items offered should be covered by at least 3 Years or 100,000 km warranty from the date of delivery to the Purchaser/Procuring Entity. Goods offered shall be new, unused and based on the manufacturer's current and most recent model.

2) Recipient of Goods:

The Recipient of Goods is

Address: Procurement Unit,
Meghalaya Basin Management Agency
C/o Meghalaya State Housing Financing Co-operative Society Ltd.
Nongrim Hills, Shillong-793003,
Email: mbmaprourement@gmail.com

3) Delivery and Installation:

All equipment shall be forwarded to the final destination as per No. 2 under the responsibility of the Supplier within **60 days** after signing of contract. The supplier is responsible for installation and instruction of the end-users pursuant to the instruction procedures of the manufacturers. The manuals have to be delivered in English and for selected items in English language as indicated in the schedule of requirements.

4) Post-Sales Service:

Please provide details of any after-sales service that you offer, including technical support and maintenance service.



Section VIII: Price Schedule of Goods

Currencies in accordance with Section III No. 13						Date: <i>[Insert]</i>	
						RfQ. No.: <i>[Insert]</i>	
						Page <i>[Insert]</i> of <i>[Insert]</i>	
1	2	3	4	5	6	7	8
Line Item No.	Description of Goods*	Country of Origin	Delivery Time in Days at named place of CIP destination <i>[Insert final destination(s) in the Purchaser's country]</i>	Quantity and Physical unit (Nos.)	CIP Unit Price & Currency excluding Custom Duties and Import Taxes paid, in accordance with Section I No. 14	Sales and other taxes paid or payable if Contract is awarded.	Currency & Total Price per line item (Col. 5 x 6)
<i>Lot#1</i>	<i>SUV 2WD TYPE-1</i>						
<i>Lot#2</i>	<i>SUV 2WD TYPE-2</i>						
<i>Lot#3</i>	<i>SUV 2WD TYPE-3</i>						
<i>Lot#4</i>	<i>SUV 4WD TYPE-4</i>						
Total Price (including currency) CIP plus local services (if any) <i>[Insert name of Purchaser's Country]</i>							

Name of Bidder:

Signature of Bidder

Date:

* Description of Goods to be provided along with the Registration and Insurance.

**Any accessory if comes as part of the standard vehicle accessory, must be included as part of the base vehicle cost.



Section IX: Schedule of Technical Specifications of Goods

Technical Specifications: Procurement of Sports Utility Vehicle (SUV) under Kfw				
LOT#	Item Name	Qty. (Nos)	Specifications	Statement of Compliance (Bidder's Offered Item & Specification)
LOT#1	SUV 2WD Type-1	1	Engine & Transmission	
			Acceleration (0-100 kmph) (seconds)	12.11
			Engine	1493 cc, 4 Cylinders Inline, 4 Valves/Cylinder, DOHC
			Engine Type	1.5L CRDi engine
			Fuel Type	Diesel
			Max Power (bhp@rpm)	113 bhp @ 4000 rpm
			Max Torque (Nm@rpm)	250 Nm @ 1500-2750 rpm
			Drivetrain	FWD
			Transmission	Manual - 6 Gears
			Emission Standard	BS6 Phase 2
			Dimensions & Weight	
			Length (mm)	4500
			Width (mm)	1790
			Height (mm)	1675
			Wheelbase (mm)	2760
			Ground Clearance (mm)	200
			Capacity	
			Doors (Doors)	5
			Seating Capacity (Person)	7
			No of Rows (Rows)	3
			Bootspace (litres)	180
			Fuel Tank Capacity (litres)	50
			Suspensions, Brakes, Steering & Tyres	
			Front Suspension	McPherson Strut with Coil Spring
			Rear Suspension	Coupled Torsion Beam Axle
			Front Brake Type	Disc
			Rear Brake Type	Disc
			Steering Type	Power assisted (Electric)
			Wheels	Alloy Wheels
			Spare Wheel	Steel

			Front Tyres	215 / 60 R17		
			Rear Tyres	215 / 60 R17		
			Safety			
			Overspeed Warning	1 beep over 80kmph, Continuous beeps over 120kmph		
			Emergency Brake Light Flashing	Yes		
			Airbags	6 Airbags (Driver, Front Passenger, 2 Curtain, Driver Side, Front Passenger Side)		
			Tyre Pressure Monitoring System (TPMS)	Yes		
			Seat Belt Warning	Yes		
			Braking & Traction			
			Anti-Lock Braking System (ABS)	Yes		
			Electronic Brake-force Distribution (EBD)	Yes		
			Electronic Stability Program (ESP)	Yes		
			Hill Hold Control	Yes		
			Traction Control System (TC/TCS)	Yes		
			Locks & Security			
			Engine Immobiliser	Yes		
			Central Locking	Keyless		
			Speed Sensing Door Lock	Yes		
			Comfort & Convenience			
			Air Conditioner	Yes (Automatic Climate Control)		
			Front AC	Single Zone, Common Fan Speed Control		
			Rear AC	Blower, Vents Behind Front Armrest		
			Third Row AC Zone	Blower, Vents on Pillars, Common Fan Speed Controls		
			Heater	Yes		
			Vanity Mirrors on Sun Visors	Co-Driver Only		
			Parking Assist	Reverse Camera with Guidance		
			Parking Sensors	Rear		
			Cruise Control	Yes		
			Headlight and Ignition On Reminder	Yes		



			Keyless Start/ Button Start	Yes		
			Steering Adjustment	Tilt & Telescopic		
			12V Power Outlets	Yes		
			Lighting			
			Headlights	LED		
			Automatic Headlamps	Yes		
			Follow Me Home Headlamps	Yes		
			Taillights	LED		
			Daytime Running Lights	LED		
			Fog Lights	LED		
			Ambient Interior Lighting	Yes		
			Cabin Lamps	Front and Rear		
			Rear Reading Lamp	YES		
			Headlight Height Adjuster	YES		
			Instrumentation			
			Instantaneous Consumption	YES		
			Instrument Cluster	Analogue - Digital		
			Trip Meter	Electronic 2 Trips		
			Average Fuel Consumption	YES		
			Average Speed	YES		
			Distance to Empty	YES		
			Clock	Digital		
			Low Fuel Level Warning	YES		
			Door Ajar Warning	YES		
			Adjustable Cluster Brightness	YES		
			Shift Indicator	Dynamic		
			Tachometer	Analogue		
			Entertainment, Information & Communication			
			Smart Connectivity	Android Auto (Wired), Apple Car Play (Wired)		
			Display	Touch-screen Display		
			Touchscreen Size (inch)	10.25		
			Integrated (in-dash) Music System	YES		
			Speakers	8		
			Steering-mounted controls	YES		
			GPS Navigation System	YES		
			Bluetooth Compatibility	Phone & Audio Streaming		
			AUX Compatibility	YES		
			USB Compatibility	YES		
			Manufacturer Warranty			



			Warranty (In Years)	3 Years or 100,000 Km warranty from the date of Delivery. (whichever comes first)		
Lot#2	SUV 2WD Type-2	1	Engine & Transmission			
			Engine	1493 cc, 3 Cylinders Inline, 4 Valves/Cylinder, DOHC		
			Engine Type	1.5L I4 mHawk 100		
			Fuel Type	Diesel		
			Max Power (bhp@rpm)	100 bhp @ 3750 rpm		
			Max Torque (Nm@rpm)	260 Nm @ 1750-2250 rpm		
			Drivetrain	RWD		
			Transmission	Manual - 5 Gears		
			Emission Standard	BS6 Phase 2		
			Turbocharger / Supercharger	Turbocharged		
			Dimensions & Weight			
			Length (mm)	3995		
			Width (mm)	1795		
			Height (mm)	1817		
			Wheelbase (mm)	2680		
			Ground Clearance (mm)	180		
			Capacity			
			Doors (Doors)	5		
			Seating Capacity (Person)	7		
			No of Rows (Rows)	3		
			Bootspace (litres)	384		
			Fuel Tank Capacity (litres)	50		
			Suspensions, Brakes, Steering & Tyres			
			Front Suspension	Double Wish-bone type, Independent Coil Spring		
			Rear Suspension	Multi-Link Coil Spring Suspension with Anti-Roll Bar		
			Front Brake Type	Disc		
			Rear Brake Type	Drum		
			Minimum Turning Radius (metres)	5.35		
			Steering Type	Power assisted (Hydraulic)		
			Wheels	Alloy Wheels		
			Spare Wheel	Alloy		

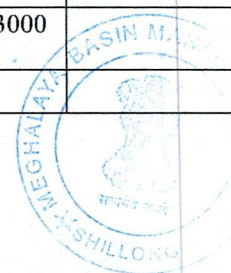


			Front Tyres	215 / 75 R15		
			Rear Tyres	215 / 75 R15		
			Safety			
			Overspeed Warning	1 beep over 80kmph, Continuous beeps over 120kmph		
			Airbags	2 Airbags (Driver, Front Passenger)		
			Seat Belt Warning	Yes		
			Braking & Traction			
			Anti-Lock Braking System (ABS)	Yes		
			Electronic Brake-force Distribution (EBD)	Yes		
			Electronic Stability Program (ESP)	Yes		
			Traction Control System (TC/TCS)	Yes		
			Locks & Security			
			Engine Immobiliser	Yes		
			Central Locking	Remote		
			Speed Sensing Door Lock	Yes		
			Comfort & Convenience			
			Air Conditioner	Yes (Manual)		
			Front AC	Single Zone, Common Fan Speed Control		
			Heater	Yes		
			Vanity Mirrors on Sun Visors	Co-Driver Only		
			Parking Sensors	Rear		
			Cruise Control	Yes		
			Headlight and Ignition On Reminder	Yes		
			Steering Adjustment	Tilt		
			12V Power Outlets	Yes		
			Lighting			
			Headlights	YES		
			Follow Me Home Headlamps	YES		
			Cornering Headlights	Passive		
			Taillights	YES		
			Fog Lights	YES		
			Cabin Lamps	Front and Rear		
			Rear Reading Lamp	YES		
			Headlight Height Adjuster	YES		
			Instrumentation			
			Instantaneous Consumption	YES		
			Instrument Cluster	Analogue - Digital		



			Trip Meter	Electronic 2 Trips				
			Average Fuel Consumption	YES				
			Average Speed	YES				
			Distance to Empty	YES				
			Clock	Digital				
			Low Fuel Level Warning	YES				
			Door Ajar Warning	YES				
			Adjustable Cluster Brightness	YES				
			Gear Indicator	YES				
			Tachometer	Analogue				
			Entertainment, Information & Communication					
			Smart Connectivity	Android Auto (No), Apple Car Play (No)				
			Display	Touch-screen Display				
			Touchscreen Size (inch)	6.7				
			Integrated (in-dash) Music System	YES				
			Speakers	6				
			Steering-mounted controls	YES				
			Bluetooth Compatibility	Phone & Audio Streaming				
			AUX Compatibility	YES				
			USB Compatibility	YES				
			Manufacturer Warranty					
			Warranty (In Years)	3 Years or 100,000 Km warranty from the date of Delivery. (whichever comes first)				

Lot#3	SUV 2WD Type-3	1	Engine & Transmission			
			Engine	2184 cc, 4 Cylinders Inline, 4 Valves/Cylinder, DOHC		
			Engine Type	2.2L I4 mHawk 130		
			Fuel Type	Diesel		
			Max Power (bhp@rpm)	172 bhp @ 3500 rpm		
			Max Torque (Nm@rpm)	370 Nm @ 1500-3000 rpm		
			Drivetrain	RWD		



			Transmission	Manual - 6 Gears, Sport Mode		
			Emission Standard	BS6 Phase 2		
			Turbocharger / Supercharger	Turbocharged		
			Dimensions & Weight			
			Length (mm)	4662		
			Width (mm)	1917		
			Height (mm)	1857		
			Wheelbase (mm)	2750		
			Ground Clearance (mm)	187		
			Capacity			
			Doors (Doors)	5		
			Seating Capacity (Person)	7		
			No of Rows (Rows)	3		
			Fuel Tank Capacity (litres)	57		
			Suspensions, Brakes, Steering & Tyres			
			Front Suspension	Front Suspension: Double Wishbone Suspension with Coil over Shocks with FDD & MTV-CL		
			Rear Suspension	Rear Suspension: Pentalink Suspension with WATT's Linkage with FDD & MTV-CL		
			Front Brake Type	Ventilated Disc		
			Rear Brake Type	Ventilated Disc		
			Steering Type	Power assisted (Electric)		
			Wheels	Steel Rims		
			Spare Wheel	Steel		
			Front Tyres	245 / 65 R17		
			Rear Tyres	245 / 65 R17		
			Safety			
			Overspeed Warning	1 beep over 80kmph, Continuous beeps over 120kmph		
			Emergency Brake Light Flashing	Yes		
			Airbags	2 Airbags (Driver, Front Passenger)		
			Rear Middle Head Rest	Yes		
			Seat Belt Warning	Yes		



Braking & Traction			
Anti-Lock Braking System (ABS)	Yes		
Electronic Brake-force Distribution (EBD)	Yes		
Brake Assist (BA)	Yes		
Electronic Stability Program (ESP)	Yes		
Hill Hold Control	Yes		
Traction Control System (TC/TCS)	Yes		
Hill Descent Control	Yes		
Locks & Security			
Engine Immobiliser	Yes		
Central Locking	Yes		
Speed Sensing Door Lock	Yes		
Comfort & Convenience			
Air Conditioner	Yes		
Heater	Yes		
Vanity Mirrors on Sun Visors	Co-Driver Only		
Parking Sensors	Rear		
Cruise Control	Yes		
Headlight and Ignition On Reminder	Yes		
Steering Adjustment	Tilt		
12V Power Outlets	Yes		
Lighting			
Headlights	LED/HALOGEN		
Taillights	LED		
Cabin Lamps	Front and Rear		
Rear Reading Lamp	YES		
Headlight Height Adjuster	YES		
Instrumentation			
Instantaneous Consumption	YES		
Instrument Cluster	Analogue - Digital		
Trip Meter	Electronic 2 Trips		
Average Fuel Consumption	YES		
Average Speed	YES		
Distance to Empty	YES		
Clock	Digital		
Low Fuel Level Warning	YES		
Door Ajar Warning	YES		
Adjustable Cluster Brightness	YES		
Gear Indicator	YES		



			Tachometer	Analogue	
			Entertainment, Information & Communication		
			Smart Connectivity	Android Auto (Wireless), Apple Car Play (Wireless)	
			Display	Touch-screen Display	
			Touchscreen Size (inch)	8	
			Integrated (in-dash) Music System	YES	
			Speakers	4	
			Steering-mounted controls	YES	
			Voice Command	YES	
			GPS Navigation System	YES	
			Bluetooth Compatibility	Phone & Audio Streaming	
			USB Compatibility	YES	
			Manufacturer Warranty		
			Warranty (In Years)	3 Years or 100,000 Km warranty from the date of Delivery. (whichever comes first)	
Lot#4	SUV 4WD Type-4	2	Engine & Transmission		
			City Mileage	13.21 kmpl	
			Highway Mileage	15.29 kmpl	
			Engine	1462 cc, 4 Cylinders Inline, 4 Valves/Cylinder, DOHC	
			Engine Type	K15B	
			Fuel Type	Petrol	
			Max Power (bhp@rpm)	103 bhp @ 6000 rpm	
			Max Torque (Nm@rpm)	134.2 Nm @ 4000 rpm	
			Mileage (ARAI)	16.94 kmpl	
			Driving Range	678 Km	
			Drivetrain	4WD	
			Transmission	Manual - 5 Gears	
			Emission Standard	BS6 Phase 2	
			Others	Idle Start/Stop	
			Dimensions & Weight		



			Length	3985 mm	
			Width	1645 mm	
			Height	1720 mm	
			Wheelbase	2590 mm	
			Ground Clearance	210 mm	
			Kerb Weight	1195 kg	
			Capacity		
			Doors	5 Doors	
			Seating Capacity	4 Person	
			No of Rows	2 Rows	
			Bootspace	208 litres	
			Fuel Tank Capacity	40 litres	
			Suspensions, Brakes, Steering & Tyres		
			Front Suspension	3-Link Rigid Axle Type With Coil Spring	
			Rear Suspension	3-Link Rigid Axle Type With Coil Spring	
			Front Brake Type	Ventilated Disc	
			Rear Brake Type	Drum	
			Minimum Turning Radius	5.7 metres	
			Steering Type	Power assisted (Electric)	
			Wheels	Steel Rims	
			Spare Wheel	Steel	
			Front Tyres	195 / 80 R15	
			Rear Tyres	195 / 80 R15	
			Features		
			Overspeed Warning	1 beep over 80kmph, Continuous beeps over 120kmph	
			Airbags	6 Airbags (Driver, Front Passenger, 2 Curtain, Driver Side, Front Passenger Side)	
			Tyre Pressure Monitoring System (TPMS)	Yes	
			Child Seat Anchor Points	Yes	
			Seat Belt Warning	Yes	
			Braking & Traction		
			Anti-Lock Braking System (ABS)	Yes	
			Electronic Brake-force Distribution (EBD)	Yes	
			Brake Assist (BA)	Yes	
			Electronic Stability Program (ESP)	Yes	
			Four-Wheel-Drive	Manual Shift - Lever	



			Hill Hold Control	Yes		
			Traction Control System (TC/TCS)	Yes		
			Hill Descent Control	Yes		
			Limited Slip Differential (LSD)	Yes		
			Locks & Security			
			Engine Immobiliser, Central Locking, Speed Sensing Door Lock, Child Safety Lock	Yes		
			Comfort & Convenience			
			Air Conditioner	Yes (Manual)		
			Front AC	Single Zone, Common Fan Speed Control		
			Heater	Yes		
			Anti-glare Mirrors	Manual - Internal Only		
			Parking Assist	Reverse Camera		
			Parking Sensors	Rear		
			Headlight and Ignition On Reminder	Yes		
			Steering Adjustment	Tilt		
			12V Power Outlets	Yes		
			Seats & Upholstery			
			Driver Seat Adjustment	4 way manually adjustable (seat forward / back, headrest up / down)		
			Front Passenger Seat Adjustment	4 way manually adjustable (seat forward / back, headrest up / down)		
			Rear Row Seat Adjustment	2 way manually adjustable (headrest: up / down)		
			Seat Upholstery	Fabric		
			Rear Passenger Seat Type	Bench		
			Interiors	Single Tone		
			Interior Colours	Black		
			Folding Rear Seat	Partial		
			Split Rear Seat	40:40 split		
			Front Seatback Pockets	Yes		
			Headrests	Front & Rear		
			Lighting			
			Headlights	Halogen		
			Taillights	Halogen		
			Manufacturer Warranty			
			Warranty (In Years)	2		
			Warranty (In Kilometres)	40000		



Section X: Conditions of Contract

1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
 - c) "The Goods" means Equipment and related Accessories and spare-parts which the Supplier is required to supply to the Purchaser under the contract;
 - d) "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.
 - e) "The Purchaser" means the organization purchasing the goods;
 - f) "The Supplier" means the individual or firm supplying the goods and services under this contract.

2. Technical Specification

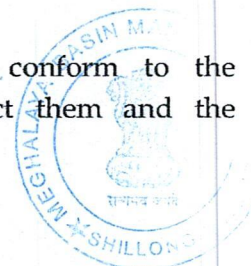
- 2.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specification.

3. Patent Right

- 3.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.

4. Inspection and Tests

- 4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to Purchaser's premises.
- 4.2 Should any inspected goods fail to conform to the specifications, the Purchaser may reject them and the



Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free to the Purchaser.

5. Packing

- 5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.
- 5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 5.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 5.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

6. Delivery of Goods

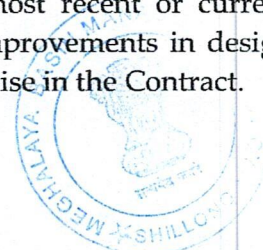
- 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of requirements.

7. Insurance

- 7.1 The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 7.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the Beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

8. Warranty

- 8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 8.2 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.



8.3 The following time limit for warranty shall apply:

Standard Warranty: Transfer of the manufacturer's normal warranty conditions and time (usually 6 months to 2 years) on materials, tools and simple machinery to the Purchaser, and representation of the Purchaser is case of warranty claims.

8.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

8.5 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.

9. Payment

9.1 Payment for goods supplied from within 30 days shall be made in Indian Rupees into the bank accounts of the selected supplier after the delivery, installation and commissioning of goods to the satisfaction of the Purchaser.

9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and by the shipping documents and, upon fulfilment of other obligations stipulated in the Contract.

9.3 Payment shall be made promptly by the Purchaser within thirty (30) days of submission of an invoice/claim by the Supplier.

10. Prices

10.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.

11. Liquidated Damages

11.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.0 percent of the contract price of delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.



12. Resolution of Disputes	12.1	The Purchaser and Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
	12.2	If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Laws and Rules of Purchaser's Country.
13. Language	13.1	The Governing Language of this contract shall be English.
14. Applicable Law	14.1	The applicable law shall be the Law of Purchaser's Country.
16. Taxes and Duties	16.1	The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Meghalaya.
	16.2	All taxes, duties, license fees and other such levies are to be listed separately on the invoices.
18. Insurance, Reimbursements, guarantee or similar claimable payments	18.1	Any reimbursements guarantee or similar claimable payments and any insurance payments shall be paid to KfW, Frankfurt am Main (BIC: KFWIDEFF, IBAN: DE53 5002 0400 3800 0000 00), in the case of financing from project funds for the account of the Employer, stating the BMZ number or the KfW order number as a reference.
		If such payments are made in local currency, they shall be remitted to a special account of the Recipient in the country of the Recipient, which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.
19. Fraud and Corruption	19.1	The Government requires that the Employer, as well as Bidders and Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
	19.2	In pursuance of this requirement, the Employer shall:

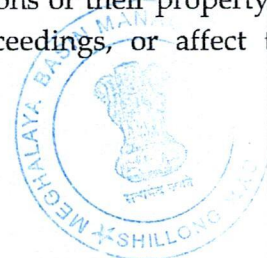


- a) exclude the Bidder from participation in the procurement proceedings concerned or reject a quotation/bid for award;
- b) if it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.

19.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind as well as provision in the clause 3.4 come to the knowledge of the Employer, it shall, in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Employer related to matters of alleged fraud or corruption shall be in writing.

19.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- a) **"Corrupt Practice"** means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other \governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- b) **"Fraudulent Practice"** means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
- c) **"Collusive Practice"** means a scheme or arrangement among two or more Bidders, without the knowledge of the Purchaser (prior to or after Bid submission), designed to establish Bid prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
- d) **"Coercive Practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- e) **"Obstructive Practice"** is



- 1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Government 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
- 2) acts intended to materially impede the exercise of the Government's inspection and audit rights.

19.5 The Government requires that the Employer's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.



Section XI: Contract Form

THIS AGREEMENT made the _____ day of _____ 2024 between Meghalaya Basin Management Agency (MBMA) of the one part and _____ (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz.,

Procurement of Sports Utility Vehicle (SUV) under KfW, MBMA

RFQ No: MBMA/KfW/Vehicles/64/G-2/2023-24/07

and has accepted a bid by the Supplier for the supply of those goods in the sum of _____ LAK (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Quotation Form and the Price Schedule submitted by the Supplier;
 - b) The Schedule of Requirements;
 - c) The Technical Specifications;
 - d) The Conditions of Contract; and
 - e) The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.



IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

