



Government of Maharashtra

Procurement Manual

Project on Climate Resilient Agriculture in
Maharashtra

PROJECT MANAGEMENT UNIT (PoCRA)

Department of Agriculture

Table of Contents

CHAPTER 1.....	1
1.1 Introduction.....	1
1.2 Project Components / Sub-Components.....	1
1.3 Purpose of the Procurement Manual.....	1
1.4 Roles and Responsibilities:.....	2
CHAPTER 2.....	3
Institutional and Implementation Arrangements.....	3
2.1 Implementation Arrangement and Related Activities.....	3
2.2. Applicable Procurement process and procedure:.....	4
2.3 Component wise, procurement activities for the project:.....	5
2.4 Delegation of Technical & Financial Powers in respect of Procurement:.....	8
2.5 Procurement Committees:.....	10
2.6 Procurement Arrangement.....	11
2.6.1 Procurement arrangement at State Level in PMU:.....	11
2.6.2 PIU Level Procurement arrangement at Regional / District /Sub-Division Level:.....	13
2.6.3 Community Level Procurement Arrangement at Village Level.....	13
CHAPTER 3.....	16
Project Procurement Strategy.....	16
3.1 Project Procurement Strategy for Development and Procurement Plan.....	16
3.2 Preparation of Procurement Plan.....	16
3.3 Threshold Values – Goods, Works, & Consultancies.....	18
3.4 e-Procurement.....	21
3.5 Procurement – Risk mitigation plan:.....	21
CHAPTER 4.....	24
Procurement of Goods, Works and Non-Consulting Services:.....	24
4.1 Approved Selection Methods.....	24
4.2 Market Approach Options.....	25
4.3 Approved Selection Arrangements:.....	27
4.4 Price discovery of Goods and Works:.....	28
4.5 Request for Bids in Broad Steps.....	29

4.6	Salient Terms and Conditions for RFB	32
4.7	Particular Types of Contractual Arrangements.....	40
CHAPTER 5.....		41
Procurement of Consulting Services.....		41
5.1	Need for Consulting Services in the project.....	41
5.2	Approved Selection Methods - Firms	42
5.3	Market Approach – Open, Limited, Direct, International, National and Shortlist.....	43
5.4	Steps for Selection of Consultant	44
5.5	Preparation of Short List	44
5.6	Request for Proposal:.....	46
5.7	Common Procedures for QCBS, FBS, and LCS	46
5.8	Selection under a Fixed Budget (FBS).....	47
5.9	Least Cost Selection (LCS)	48
5.10	Quality and Cost Based Selection (QCBS).....	48
5.11	Selection Based on Consultants Qualification (CQS)	49
5.12	Direct Selection (DS)	49
5.13	Approved Selection Methods for Individual Consultants	49
5.14	Particular Types of Contractual Arrangements.....	50
5.15	Important Provisions for Selection of Consultancy	50
Community Procurement.....		52
6.1	Concept.....	52
6.2	Authority of Procurement	52
6.3	Execution of Work.....	53
6.4	Requirements of Community Procurement	54
6.5	Procurement of Works by VCRMC	54
6.6	Activities to be carried out by Beneficiary Farmers/ with DBT of Grants Support.....	55
6.7	Quality Control by Community.....	56
6.8	Quality Control by Community for Raw Materials for Works	56
6.9	Disclosure Requirement	56
6.10	Benefits of Community Procurement.....	57
6.11	Documentation at the VCRMC	57
CHAPTER 7.....		59
Procurement Reviews by the Bank.....		59
7.1	General:.....	59

7.2	Review of Procurement of Goods, Works and Non-Consulting Services by World Bank:	59
7.3	Prior Review:	59
7.4	Procurement Post Review (PPR):	60
7.5	Frequency of Post Reviews	61
7.6	Policy for Retaining Documents for Procurement Post Reviews and Audits	61
7.7	Change from Post Review to Prior Review	61
7.8	Publication of Awards of Contracts	62
7.9	Due Diligence concerning Bank's Sanctions Policies and Procedures	62
Annex 1	Dos and Don'ts for RFQ	64
Annex 2	Preparation of TOR	66
Annex 3:	Invitation for Quotations for Supply Of Goods Under Shopping Procedures	69
Annex 4	Invitation for Quotations for Construction of Civil Works Under Shopping Procedures	74
Annex 5:	Labour Agreement	95
Annex 6:	Material Inspection Report	96
Annex 7:	Procurement plan - Community	97

List of Tables

Table 1:	Component wise, procurement activities for the project	5
Table 2:	Delegation of Financial Powers:	9
Table 3:	Procurement Committees	10
Table 4:	Methods and Value thresholds for Goods, Works, & Consultancies	18
Table 5:	Methods and Value thresholds for Consultancy Services	19
Table 6:	Selection Methods for Individual Consultants	20
Table 7:	Prior Review Thresholds	21
Table 8:	Broad Contents of Terms of References	66

List of Acronyms

CIF	Cost Insurance and Freight
CIP	Carriage and Insurance Paid
CQS	Consultants Qualification based Selection
DBT	Direct Benefit Transfer
DDP	Delivery Duty Paid
DS	Direct Selection
DSAO	District Superintendent Agriculture Officer
FBS	Fixed Budget Selection
FPO	Farmer Producer Organization
GCC	General conditions of contract
GO / R	Government Order /Regulation
GOI	Government of India
GoM	Government of Maharashtra
IC	Individual Consultant
IEC	Information, Education and Communication
IPF	Investment Project Financing
IT	Information Technology
LCS	Least Cost Selection
LoI	Letter of Invitation
M&E	Monitoring and Evaluation
MIS	Management Information System
MOA / U	Memorandum of Association / Understanding
NGO's	Non-Government Organizations
PD	Project Director
PIP	Project Implementation Plan
PIU	Project Implementation Unit
PMU	Project Management Unit
PoCRA	Project on Climate Resilient Agriculture
QCBS	Quality and Cost based Selection
REoI	Request for Expression of Interest

RFB	Request For Bids
RFP	Request for Proposals
RFQ	Request for Quotations
SPD	Standard Procurement Document
SCC	Special conditions of contract
SDAO	Sub-Divisional Agriculture Officer
SoR	Schedule of Rates
SPN	Specific Procurement Notice
SSS	Single Source Selection
STEP	Systematic Tracking of Exchanges in Procurement
TOR	Terms of Reference
VCRMC	Village Climate Resilience Management Committee

CHAPTER 1

1.1 Introduction

The Government of Maharashtra (GoM) has received financial assistance from the World Bank to implement a Project on Climate Resilient Agriculture (PoCRA) to address the drought related vulnerability in the agriculture sector.

Project Development Objective (PDO): The Project Development Objective (PDO) is “to enhance climate-resilience and profitability of smallholder farming systems in selected districts of Maharashtra”.

Project Area: The project is in the State of Maharashtra, India. There are 18,768 villages in the project area of which PoCRA plans to intervene in about 5142 villages which include drought affected villages in Marathwada region (3088) and in Vidarbha region (1122) and 932 salinity affected villages in Purna river basin.

1.2 Project Components / Sub-Components

Component A: Promoting Climate-resilient Agricultural Systems (USD 429 million*): Covers series of activities at farm level, technology transfer and watershed treatment

Component B: Post Harvest Management and Value Chain Promotion (USD 53.3 million*): Covers strengthening FPC linkages with other actors in the value chains; promoting technologies in post-harvest management.

Component C: Institutional Development, Knowledge and Policies (USD 32.1 million*): Covers commodity handling and processing; research and analytical studies.

Component D: Project Management (USD 53.2 million*): Covers the institutional set up, project Maenad coordination with district, sub-district offices of DoA and community organisations (VCRMC, FIGs/FPOs/FPCs).

1.3 Purpose of the Procurement Manual

The procurement under the project shall be carried out in accordance with the World Bank Regulations for IPF Borrowers, July 2016. The Purpose of this “Procurement Manual” is to provide a comprehensive handbook of applicable procurement processes and procedures, in accordance with the above-mentioned regulation, for procurement of Goods, Works, Non-Consulting and Consultancy services by all the Implementing Agencies at the state level, district level, sub-district and community level. This Manual provides guidance in regard to the s various steps involved in the procurement process, the procedures to be adopted, the documentation required, guidance on bid document ,evaluation reports and RFP , prior an post review and agreed risk mitigation measures .

In case of any ambiguity or inconsistency between World Bank’s Procurement Regulations, any other regulations and this project procurement Manual, the World

Bank's Procurement Regulations for IPF Borrowers, July 2016 will prevail. Any change to this Manual shall be mutually discussed and prior agreed with the World Bank. To ensure compliance, PMU shall be responsible for disseminating this Manual to all the IA including revisions, if any.

1.4 Roles and Responsibilities:

Borrower: The Borrower is responsible for carrying out procurement activities financed by the Bank in accordance with these Procurement Regulations for IPF Borrowers, July 2016. The PPSD includes planning, strategizing in regard to project procurement. Standard and prior agreed Bid documents, contract, RFP and evaluation formats shall be used. The Borrower shall retain all Procurement Documents and records of procurements financed by the Bank, as required in the Legal Agreement.

Bank: To ensure that Bank funds are used for the intended purpose for which the financing was granted, the Bank carries out procurement review, implementation support, monitoring and oversight function. For details see Annex II, Procurement Oversight of Procurement Regulations Jul 2016

Firms and Individuals: Firms and individuals participating in procurement in Bank IPF operations are responsible for complying with the requirements of the Procurement Documents and the contract which they may enter with the Borrower.

CHAPTER 2

Institutional and Implementation Arrangements

2.1 Implementation Arrangement and Related Activities

PoCRA is highly decentralised Community demand driven project. The planning process for the project starts at the village level. The project proposes to develop 5000 village level micro plan/mini watershed plans in participatory manner. Based on the outcome of participatory micro plan/mini watershed plan, 670 detailed Cluster Development Plan (CDP) will be developed by the consultants who will function at Aurangabad, Amaravati, and Latur Divisions. The cluster level plan shall comprise of micro watershed plan of 5 to 8 villages in the project area. Each CDP shall be backed up by a technical sanction by the SDAO and Gram Sabha resolutions of the participating villages. The cluster development plan shall comprise of consolidated activities required to be carried out in each cluster. As per agreed project parameters, the activities and Beneficiaries to be funded under the project shall be upfront identified and selected based on the available budget for each cluster.

CDP will be the basic unit of planning and will provide detail of activities to be implemented under Component A, B & C.

The micro plan/mini watershed plans (which are part of CDP) shall be implemented by the beneficiary / VCMRC and business plans shall be implemented by FIG/FPO/FPC. *The total value of the mini watershed plan or business plan to be executed during the project life shall not exceed RFQ (Shopping) threshold.* The micro plan/mini-watershed plan will be sent to the SDAO who based on technical and financial feasibility and availability of funds available shall approve the plan. The selected beneficiaries will submit an application to the SDAO who will issue a letter of intent in the name of beneficiary. As per the approved mini watershed plan the activities shall be implemented either by individual beneficiary or respective VCRMC within that cluster and shall be supported/supervised by Cluster Assistant.

The activities to be carried out by the selected Beneficiary (as per the Micro Plan) are substantial in numbers but small in value. The Micro plan/mini watershed plan will include scope for major interventions like Water conservation & water harvesting structures, Soil & salinity management, Micro-irrigation, Plantation, Production technology, Mechanization, Agribusiness infrastructure, FPO/ FPC strengthening etc and special needs of small holders, SC/ST farmers and Women farmers. Simplified Procurement plan can be included as part of Micro Plan. Alternatively, upon approval of the Micro Plan, simplified procurement plan shall be prepared by the SDAO and shared with community for execution and with PMU/DSAO for information.

The approved activities under micro plan/ mini watershed plan shall be eligible for subsidy as per the cost sharing norm of GoM and shall be paid through DBT upon certification by the cluster assistant and clearance by the competent authority.

As per the approved plan the selected Beneficiary shall purchase the equipment's/implements from the open market ensuring that it meets the GoM prescribed specification. For Works, the work description and estimated cost shall be as per the applicable Schedule of Rates (SoR). On completion, physical and technical verification and confirmation shall be carried out by the Cluster Assistant who will be responsible for confirming compliance. Once approved by competent authority, the pre-determined Subsidy as per the cost sharing norm agreed for the project shall be provided to the Beneficiary.

2.2. Applicable Procurement process and procedure:

The approved plan will include:

- a) Beneficiary level project specific activities¹ to be carried out by the eligible beneficiary as per the specifications provided for the specific project funded activity. Only the project activities which are approved under the cluster plan shall be funded under the project.
- b) VCRMC level activities to be carried out through Community Driven Development (CDD) procedures as per the Bank regulations only for the specific project activities. All VCRMC level activities approved under the cluster plan shall be funded under the project.
 - a) Beneficiary Level:
 - a. The cluster assistant / project staff will verify the completion of activity and issue a completion certificate. Based on this certificate, the beneficiary can seek reimbursement of the permitted grant. The grant amount will be directly transferred to the beneficiary's account.
 - b) VCRMC Level

The cluster assistant will verify the completion of procurement and issue a completion certificate. Based on this certificate, the VCRMC shall seek reimbursement of the permitted grant. The grant amount will be directly transferred to the VCRMC's account.

The procurement at community are substantial in numbers and small in value and will follow Community Driven Development Procedure as per Bank Regulations.

Following are procurement arrangements applicable for Project:

- a) Procurement under the project will be carried out in accordance with World Bank Procurement regulations for IPF Borrowers July, 2016.
- b) Procurement to be carried out as per the agreed Procurement Plan entered through STEP.
- c) The Bank prescribed SPDs should be used for all the project procurement activities. If any modifications desired to these documents, the project shall seek prior consent with the Bank.

¹Only on completion of the approved activity and subsequent certification by cluster assistant and approval by competent authority , the beneficiary will be reimbursed as per the agreed project norms.

- d) The review thresholds are defined in the Procurement Plan and all activities which are not prior reviewed are eligible to be post reviewed.

Based on the approved Micro Plans, the community organizations shall be identified. Once identified, the following shall be applicable:

- a) Procurement by these Community level organizations shall follow community contracting processes and procedures outlined in the Community Procurement Chapter of the Procurement Manual, which is based on the Bank Procurement Regulations Jul 2016;
- b) All the procurement activities envisaged in the approved Micro Plan at Village level shall be included as simplified Procurement Plan and annexed in the Micro Watershed Plan at Cluster level;
- c) Each procurement activity at Community level shall not exceed RFQ threshold i.e. USD100,000.
- d) The procurement/purchase committee shall be constituted at the community level and shall ensure compliance with the agreed procedures;
- e) The cluster level officer ensures that the Community carries out the procurement as per the agreed procedures and certifies all the procurement activities;
- f) To ensure transparency the selected community shall display on their notice board or prominent place in the village the details of the procurement activities to be taken up.
- g) The internal audit TOR shall include procurement review which shall be 10% of the contracts entered during a Financial Year by the Community. Based on the findings of the consolidated internal audit reports appropriate mitigations shall be put in place.

The IT MIS system being developed under the project envisages to include on real time basis all stages of procurement /purchases processes to be carried out at all levels till completion.

2.3 Component wise, procurement activities for the project:

Based on the community and Beneficiaries needs, the activities to be carried out under the project are reflected in the table below:

Table 1: Component wise, procurement activities for the project

Component	Activities*	Procurement Carried out by	Type of Procurement
Component A: Promoting Climate-resilient Agricultural Systems	Purchase of plantation material	Beneficiary	Goods
	Purchase of water pumps and sprinklers	Beneficiary	

Component	Activities*	Procurement Carried out by	Type of Procurement	
	Purchase and installation of Shed net			
	Purchase of Small ruminants, Backyard poultry, Sericulture, Apiculture, Inland fisheries, Other agro based livelihood			
	Purchase of Vermi compost, NADEP units, Organic Inputs Production Unit (5000 units each)			
	purchase and installation of drip irrigation systems, Sprinklers			
	Purchase of Water Pumps, water carrying pipes			
	Construction of farm ponds(inlet and outlet) in saline affected area	Beneficiary	Works	
	Construction of Farm pond in other areas , Open dug well			
	Improvement through sub surface drainage			
	Desilting of old water storage structure(2000 structures), Open dug wells/bore wells(25000 structures), Compartment /graded bunding (100000 Hactres)	Community(VCRMC)		
	Construction of Continuous Contour Trenches			
	Construction of Compartment /graded bunding			
	Construction of earthen nala bund, loose bolder structures, cement nala bund			
	Construction of Community Farm Pond			
Preparation of mini-water shed plans	PMU	Consultancy		
Component B: post-harvest management and value chain promotion	Support to existing FIGs/FPOs/FPCs			
	Hiring of consultants for Preparation of Development Plan of FIGs/FPOs/FPCs(PMU		Consultancy

Component	Activities*	Procurement Carried out by	Type of Procurement
	10 districts in 2nd year and 5 districts in 3rd year)		
	Strengthening of existing FIGs/FPOs/FPCs and Developing market linkages	PMU	
	Establishment of Custom Hiring Centres by the FPO's(1700 centres in 6 years)	Community(FPO)	Goods
	Support to FIGs/FPOs/FPCs for product aggregation, handling, transformation & marketing(200 Business plans)		
	Production of foundation & certified seed of climate resilient varieties(55000 Hectares)		
	Seed processing equipment for 1000MT capacity(35 Units), Seed processing shed/drying yard for 1000 MT capacity(35 Units), Seed storage/ godown of 700 sqm (Capacity 1000 MT)(35 Units), Training of seed producer farmers(40 events), strengthening of seed quality testing facility(2 testing centres)		
Component C: Institutional Development, Knowledge and Policies	Resource Agency cost for Updation of SREPs aligned to Climate Resilient Agriculture	PMU	DS(MoU)
	Centres for development and disseminations		
	Preparation and Updation of contingency plans		
	Preparation of Long term climate change models		
	Preparation of Risk Analysis Framework		
	Preparation of Analytical studies pertaining to climate resilience		

Component	Activities*	Procurement Carried out by	Type of Procurement
	Agricultural Innovations – demonstrations		
	Capacity Development - Training Need Analysis (TNA), training, designing and module preparation, Training of project Officials, farmer friends and farmers training, exposure training visits		
	Maharashtra Climate Innovation Centre		Works / Goods/Services
Component D: Project Management	Selection and employment of consultant for providing Audit Services		
	Selection and employment of consultant for providing HR Agency		
	Selection and employment of consultant for providing MIS and ICT	PMU	Consultancy
	Selection and employment of consultant for providing M&E		
<p>* The activities listed above are the only activities which will be supported through the project. However the numbers are demand driven based on the mini water-shed/Business plans. Hence indicative.</p>			

2.4 Delegation of Technical & Financial Powers in respect of Procurement:

The overall responsibility of collating procurement plans and uploading /updating in the STEP, the Bank online system for clearance of procurement plan.

Each Implementing Unit has full responsibility to prepare the Procurement Plan for procurement of Works, Goods, Non-Consulting and Consulting services as per the activity/sub-activity-wise implementing procedures detailed in this manual which are based on the Bank procurement regulations, July 2016.

The structure defined in the Table 'Procurement Committees' shall be followed by all implementing authorities. The Procurement Committees at respective level shall obtain prior approvals to technical documents and financial approvals to procurement decisions, of the competent acceptance authorities as per the delegation of technical and financial powers at higher levels, in a time-bound manner, for ensuring timely implementation of project. For procurement of all the contracts valued equivalent to the review limits specified, the PIUs will invariably obtain prior clearance of the PMU at State level against all the bid documents and the bid evaluation reports for all goods & works and also against the TOR, EOI, short lists, RFPs and technical & combined (technical & financial) evaluation reports, the minutes of negotiations and the draft contract agreement before award of contract.

Similarly, Community level Procurement Committees shall obtain prior clearance of the Sub-divisional or District level PIUs for procurement of all the contracts valued equivalent to or above the review limits specified, for the Request for Quotations and the Quotations evaluation reports along with minutes of meeting and draft purchase/work order or draft contract agreement (as the case may be) for all goods & works before issuing purchase order/ award of contract.

The specific Orders issued by GoM or Project Director, POCRA for delegating or modifying the Administrative, Technical and Financial Powers at various levels shall be an integral part of this Manual and existing limits would accordingly have deemed to be modified.

Table 2: Delegation of Financial Powers:

Authorities	Project Director	DSAO	PD-ATMA	SDAO	VCRM C	Remark
Activities						
GOODS						
Procurement of Goods	Full powers for PMU and all project implementing units	Up to 5.0 lakh per item	Up to 5.0 lakh per item	Up to 3.0 lakh per item	Up to 0.10 lakh per item	<ul style="list-style-type: none"> The financial powers are subject to availability of sufficient funds/provision of budget. Appropriate procurement method should be followed as per Procurement Manual
CONSULTING SERVICES						
Procurement of Consulting Services	Full powers for PMU and all project implementing units	Up to 1.0 lakh per service	Up to 1.0 lakh per service	Up to 1.0 lakh per service	---	<ul style="list-style-type: none"> The financial powers are subject to availability of sufficient funds/provision of budget. Appropriate procurement method should be followed as per Procurement Manual
NON-CONSULTING SERVICES						
Procurement of Non-Consulting Services	Full powers for PMU and all project implementing units	Up to 8.0 lakh per service	Up to 8.0 lakh per service	Up to 5.0 lakh per service.	---	<ul style="list-style-type: none"> The financial powers are subject to availability of sufficient funds/provision of budget. Appropriate procurement method should be followed as per Procurement Manual.
WORKS						
Works related to project activities	Full powers for PMU and all project implementing units	Up to 10.00 lakh per work	Up to 10.00 lakh per work	Up to 7.5 lakh per work	---	<ul style="list-style-type: none"> The financial powers are subject to availability of sufficient funds/provision of budget. Appropriate procurement method should be followed as per Procurement Manual.
Project Subsidies						

Authorities Activities	Project Director	DSAO	PD-ATMA	SDAO	VCRM C	Remark
Sanction of Proposal	Full powers for PMU and all project implementing units	Up to 25.00 lakh per work	Up to 25.00 lakh per work	Up to 10.00 lakh per work	---	<ul style="list-style-type: none"> The financial powers are subject to availability of sufficient funds/provision of budget. Appropriate procurement method should be followed as per Procurement Manual.
Sanction and Release of subsidies	Full powers for PMU and all project implementing units	Up to 25.00 lakh per work	Up to 25.00 lakh per work	Up to 10.00 lakh per work	---	<ul style="list-style-type: none"> The financial powers are subject to availability of sufficient funds/provision of budget. Appropriate procurement method should be followed as per Procurement Manual.

2.5 Procurement Committees:

The Competent Authorities as per the delegation of powers at respective levels will be the final Acceptance Authorities. The Procurement Committee comprising of Procurement Expert and Financial Expert at respective levels and one or more technical member (i.e. the related Expert in M&E/ MIS/ Hydrology/ Capacity Building/ Agricultural Convergence/ GIS & RS, etc), shall be constituted to review the procurement documents, evaluate proposals or to compare quotations/ bids, prepare evaluation reports and give recommendation to the Acceptance Authority.

Table 3: Procurement Committees

Project Level	Acceptance Authority	Procurement Evaluation Committee
State Level	Project Director	(a) Dy. Project Director - (Chairperson) (b) Concerned Specialist- Member (c) Finance Specialist - Member, (d) Procurement Specialist- Member secretary.
District Level	Superintending Agricultural Officer	(a) Deputy Director - Chairperson (b) Account/ Finance Officer - Member (c) Concerned Specialist- Member (d) Procurement Specialist - Member Secretary
Sub Divisional Level	Sub Divisional Agricultural Officer	(a) Technical Officer – Chairperson (b) Account/ Finance Officer – Member (c) Taluka Agriculture Officer (Concern)-member (d) Procurement Specialist - Member Secretary

Project Level	Acceptance Authority	Procurement Evaluation Committee
FPC/FPO/SHG Level	President/Chairman/Managing Director of Farmers Producers Companies (FPC/FPO/SHG)	(a) Secretary of the Respective Committee – (Chairperson) (b) Three Board of Directors/Three Purchase Committee member – Members (c) Manager FPC/Expert Director/Advisor – Member Secretary.
VCRMC Level	Chairperson of the VCRMC	(a) Secretary VCRMC– Member Secretary. (b) Cluster Level Technical team Member – Member (c) Three VCRMC members– Members(With minimum one women & one of SC/ST Community member)

Technical Evaluation Committees for all major consultancies will comprise of 3-4 members and Depending on the complexity of the procurement, the number of members of Procurement Committee may be increased with the approval of the Accepting authority at respective level.

2.6 Procurement Arrangement

2.6.1 Procurement arrangement at State Level in PMU:

State Project Management Unit (PMU) headed by the Project Director (POCRA) is the nodal agency overall in-charge of project implementation and responsible for ensuring compliance to the agreed procurement processes and procedures across board by all the IA's under the project .The PMU shall be staffed with Procurement Specialist and adequate staff for contracting and procurements at state level and overall Procurement Management, hand holding or need based support, training and capacity building ,appropriate and timely dissemination of important information and guidance for consistency, oversight and procurement review to ensure compliance and collating information for PMIS at the district and sub-district level. PMU will do the supervision of contracting and procurements at State/ district/ community level, across all components as advised by technical staff, consultants and specialized agencies contracted for this purpose.

The PMU at State level will have full time procurement experts/ officers who have previous experience of handling procurement for World Bank funded projects to handle and/or coordinate all procurements under the Project. The procurement Specialist will be supported by adequate support staff.

The pre-requisite for staff to handle project procurement will be attending procurement training on “Procurement in Projects financed by World Bank following World Bank Procurement Regulations, July 2016”.

In addition to overall responsibility of procurement activities, the PMU will:

- a. Ensure compliance by all implementing agencies as per the Procurement Regulations.
- b. Prepare the Project Procurement Strategy for Development (PPSD) and Procurement Plan for First 18 Months followed by revised plan at least annually.
- c. Review the Procurement Plan for procurement to be conducted at the respective level and submit for Bank’s clearance through STEP;
- d. Ensure that consistent and correct methods of procurement as specified in the Financing Agreement and as per procedures outlined in Procurement Manual are consistently followed by all the procurement entities of the Project including consistent use of bidding documents agreed with Bank
- e. Ensure mitigation measures agreed with Bank from time to time are duly implemented.
- f. To ensure capacity building and training activities for procurement officials engaged in the project are carried out.
- g. Finalize technical specifications in consultation with domain expert for goods/civil works and terms of references for consulting services respectively and preparation of bid documents;
- h. Evaluation of quotations/ bids for goods & works and proposals for consultancies followed by preparation of evaluation reports;
- i. Develop and maintain Procurement Management Information System through banks STEP portal and project MIS of all procurements done in the Project;
- j. Maintain records of all procurement related complaints received and their disposal;
- k. Collect, collate all procurement related information for review by Bank and its auditors;
- l. Ensure that all procurement related records and documents required by the Bank Procurement Regulations are properly maintained, kept by the various procurement entities; with a system to retrieve the required document within a reasonable time.
- m. Seek Bank No Objection for all Prior Review cases and wherever required as per the Bank’s regulations or Procurement Plan.

2.6.2 PIU Level Procurement arrangement at Regional / District /Sub-Division Level:

At the Regional/District/Sub-division Level the procurements under project will be managed by the PIUs led by the Regional Joint Directors of Agriculture / District Superintending Agricultural Officers/Sub-divisional Agricultural Officer of respective Region / District, who are overall in-charge of implementation of project activities under POCRA within the Region /District/Sub-division. Procurement officials at PIU level will be appointed and will undergo procurement training. He/she will be responsible for carrying out procurement as per the agreed process and procedures under the project, and consolidate procurement information as and when required by PMU.

2.6.3 Community Level Procurement Arrangement at Village Level

Beneficiary level activities:

As per the approved micro plan, activities shall be carried out by the Beneficiary. The selected Beneficiary shall purchase the equipment from the open market ensuring that it meets the specification prescribed by the GoM. For Works, the work description and estimated cost shall be as per the applicable Schedule of Rates (SoR). Subsequently upon physical and technical verification and confirmation by the cluster assistant the pre-determined Subsidy as per the cost sharing norm agreed for the project shall be provided to the Beneficiary.

Community Level Activities:

The mini watershed plans prepared at cluster level shall comprise of 5 to 8 villages. The mini watershed plans shall be implemented by the beneficiary / VCMRC and business plans shall be implemented by FIG/FPO/FPO. The mini-watershed plan will be implemented by respective VCRMC of villages within that cluster supported/supervised by Cluster Assistant and will include activities to be taken up by the beneficiaries and procurements to be carried out at the community level. This mini-watershed plan will be sent to the SDAO who will assess the technical and financial feasibility based on the funds available and approve the plan. The selected beneficiaries will submit an application to be cleared by the SDAO and issue a letter of intent in the name of beneficiary.

The community level procurement will be carried out by the purchase committee. To ensure compliance with the agreed process and procedures, the capacity building of the purchase committee shall be carried out by the Procurement Experts at the district level. The purchase committee shall also be responsible for availability of records and procurement review.

Procedure for Beneficiary transfer: Guidelines for subsidy assistance to individual farmers are explained in following steps:

- **Selection of Beneficiary farmer:** The beneficiary farmers shall be selected by VCRMC based on the project guidelines.
- **Pre Sanction:** After selection and recommendation of farmers by VCRMC, pre-sanction shall be

given by DSAO/PD-ATMA/SDAO, subject to technical feasibility and as per the administrative and financial powers of the authority concerned, within the period **of one month** from the date of application by the farmer/ Recommendation of VCRMC.

- **Implementation/execution of Project by Beneficiary:** After pre-sanction the beneficiary farmer shall complete the work within the prescribed period, **as per the nature of the activity / component. The beneficiary is free to purchase the goods & equipment from the market subject to approved specifications/ BIS standards.**
- **Demand in writing for subsidy:** After completion of work the beneficiary farmer shall apply for release of subsidy.
- **Inspection of work carried out by Project Machinery:** Site inspection shall be done by field staff and report shall be submitted to subsidy releasing authority.
- **Approval & Release of subsidy:** After verifying the claim of the beneficiary farmer through the site inspection report, the concerned authority shall approve and release appropriate amount of subsidy. The subsidy shall be released by DBT as per prevailing government orders. As of now, the relevant GRs are that of the Planning Department (December 5, 2016) & by Agriculture Department (January 21, 2017 & April 19, 2017) and revisions/amendments to these GRs, if any, during the implementation

As per the current policy, DBT scheme is applicable for the following forms of assistance:

1. Agricultural Equipment
 2. Farm Ponds
 3. Drip/sprinkler system
 4. Water lifting Devices (Oil Engine/Electric Motor/Solar Pump)
 5. Poly house, Shed net House
 6. Demonstration inputs
- (The list is indicative)**

Mechanism for Release of Subsidy to FPC/FPO/FIG/Women SHG: The guidelines for release of subsidy assistance to FPC/FPO/FIG/Women SHG are explained in following steps:

- **Preparation of proposal by FPC/FPO/FIG/Women SHG:** The FPC/ FPO/ FIG/ Women SHG shall prepare a project proposal for any of the activity of the project and submit it to the bank (commercial / rural / cooperative bank) for loan. The bank shall appraise the proposal and carry out the financial analysis of the project
- **Application for assistance under the project:** The FPC/ FPO/ FIG/ Women SHG may submit the proposal, if approved by the bank concerned, to the SDAO. The SDAO shall scrutinize the proposal from technical angle and confirm the amount of assistance committed by the bank. After the scrutiny, he shall recommend the proposal with his remarks to the SAO. The SAO shall get it further scrutinized by the Agra business / Agri Engineering expert at the district level. If the project satisfies the technical and financial feasibility, the SAO shall give prior sanction to the project and communicate the same to the applicant as well as to the bank concerned. The process of sanction shall be completed within a period of two months by the SDAO and SAO.

- **Implementation/execution of Project by Beneficiary:** After pre-sanction, the beneficiary shall complete the proposed activity within the prescribed period, as mentioned in the order. In case of community assets, the FPC/ FPO/ FIG will procure the items from the open market or following Community Contracting procedure as the case may be.
- **Demand for subsidy:** After completion of the project, the beneficiary shall apply for release of subsidy to the SDAO with supporting documents of having completed the activities.
- **Scrutiny of proposal by Project Machinery:** The proposal for subsidy shall be scrutinized by project authorities as defined in PIP. A joint inspection shall be done by field officers and the representatives of the bank and a report shall be submitted to subsidy releasing authority.
- **Approval & Release of subsidy:** After receiving the inspection report the subsidy amount shall be approved and released to the bank.

CHAPTER 3

Project Procurement Strategy

3.1 Project Procurement Strategy for Development and Procurement Plan

The PMU has prepared the PPSD and Procurement plan for first 18 months which has been reviewed and cleared by the Bank. The PPSD provides rationale procurement strategy and optimum procurement approaches to be adopted for carrying project procurement. The PPSD defines the procurement methods, procedures and processes applicable for the project including prior review and post review thresholds, risk mitigation measures, which shall be adopted for the project.

The PMU with involvement of PIUs will prepare a Procurement Plan based on the projected activities in the approved Mini Watershed Plan (at cluster level). The PMU will be the nodal agency with the responsibility of Consolidating Procurement Plan for the Project and getting it cleared from Bank through the online STEP system. The Procurement Plan will include description of Goods, Works and Non-Consultant and Consultant services to be procured (year-wise over the implementation period) along with their values which are consistent with technically and administratively approved cost estimates and milestones for all procurement activities. List of goods, works and services to be procured under the project year-wise, with estimated cost and method of procurement have been mentioned in the format specified by the Bank.

The Procurement Plan (PP) sets out the selection methods to be followed by the borrower during project implementation in the procurement of Goods, Works, Non-Consulting and Consulting services financed by the Bank. The Procurement Plan will be updated at least annually or as required to reflect the actual project implementation needs and improvements in institutional capacity. Systematic Tracking of Exchanges in Procurement (STEP): The project will use STEP, a planning and tracking system, which would provide data on procurement activities establish benchmarks, monitor delays and measure procurement performance

3.2 Preparation of Procurement Plan

The PMU with involvement of District PIUs will prepare a procurement plan based on the projected activities in the Project Implementation Plan. The PMU will be the nodal agency with the responsibility of preparing the procurement plan and getting it cleared from Bank through the online STEP system. The Procurement Plan will include description of goods, works and non-consultant and consultant services to be procured (year-wise over the implementation period) along with their values which are consistent with technically and administratively approved cost estimates and milestones for all procurement activities. List of goods, works and services to be procured under the project year-wise, with estimated cost and method of procurement have been mentioned in the format specified by the Bank.

During preparation of the procurement plans, packaging shall be done appropriately indicating realistic dates. Items of similar nature, which can be supplied by same set of firms, should be packaged together to achieve economies of scale. Aggregate value of total package will form the basis for determining the procurement method as well as the review requirement of the World Bank. For procurement of goods, works, equipment etc. suitable package shall be framed which shall be determined by below noted factors, namely

- Time limits, Geographical location (dispersal of works),

Following points should be borne while preparing the Procurement plan

- (a) All procurement shall follow the agreed processes and procedures as specified in Bank Regulations and is elaborated in this manual.
- (b) Bidding documents as agreed with Bank shall be used.
- (c) Procurement plan shall be based on activities in the agreed cost tables. All procurements to be carried out on the basis of core principles i.e. Economy, Efficiency, transparency.

The prepared 18 month plan shall be revised/updated at least once in 12 months and sent to bank for prior clearance through STEP. After the clearance the Procurement Plan will be published on the project website and Bank website.

STEP: STEP is web based system of the World Bank which shall be used for submission and publication of Procurement Plan, Procurement Notices and Procurement Documents. All activities shall be duly included in the STEP for seeking Bank prior online clearance.

The STEP portal can be access at www.step.worldbank.org and can be used by all registered users. The authorisation for becoming registered users shall be communicated by PMU to the Bank.

3.3 Threshold Values – Goods, Works, & Consultancies

Table 4: Methods and Value thresholds for Goods, Works, & Consultancies

Selection Procurement Method and arrangements *	Thresholds for Method (USD equivalent)
RFB, Open International (Goods, IT and non-consulting)	Equal to or more than USD 3 million
RFB, Open National (Goods, IT and non-consulting)	<USD 3 million and > USD100,000 as per the National Procurement Procedures (Para 5.3 to 5.5 of Section V of the Procurement Regulations and additional provisions for India
RFQ (Goods, IT and non-consulting)	Less than USD100,000
RFB Open International (Works)	Equal to or more than USD 40 million
RFB Open National (Works)	Less than USD 40 million and more than USD 100,000as per the National Procurement Procedures(Para 5.3 to 5.5 of Section V of the Procurement Regulations and additional provisions for India
RFQ (works)	Less than USD 100,000
Direct Selection	In accordance with Para 6.8 to 6.10 of the Procurement Regulations, and with prior cleared in Procurement plan by the Bank.
Community Driven Development	In accordance with para 6.52 and Annex XII 6.9 and 6.10 and prior cleared in Procurement plan by the Bank.**
Framework Agreements	In accordance with Para 6.57 to 6.59 and Annex XV of Procurement Regulations, and with prior agreement in Procurement plan with the Bank. All FAs are subject to prior review by Bank
Force Account	In accordance with Para 6.54 and 6.55 of the Procurement Regulations, and with prior agreement in Procurement Plan with the Bank

*In addition to above there are other selection arrangements available in the Bank Procurement Regulations July 2016 which subject to Bank's prior clearance can be incorporated in future by updating the procurement plan and shall be based on the project need.

** In STEP, the procurement activities at cluster level by the community shall be a single entry providing consolidated amount. Abstract of all such procurements activities at each cluster level shall be attached in the STEP.

Note: If a transaction comprises several contracts, lots or slices, the aggregate estimated value of all contracts, lots or slices will determine the applicable threshold amount.

* *If a transaction comprises several contracts, lots or slices, the aggregate estimated value of all contracts, lots or slices will be considered to determine the applicable threshold amount.*

State Rate Contracts cannot be used at par with Request for Quotations. If state rate contract exists for an item, the same can be considered as one of the 3 quotations to be sought under Request for Quotations procedures.

Community-driven Development method shall be applicable to cluster level activities funded under POCRA. It would be based on World Bank “Guidance Note For Management Of Procurement Responsibilities In Community-Driven Development Projects dated December 2009 and as included in the Procurement Manual.

The use of Government e-Market place (GeM) in lieu of Shopping is available provided:

- (a) Upto contract ceiling of USD 30,000 in catalogue mode;
- (b) Up to a contract ceiling of US\$ 100,000 provided there are at least three suppliers for the said item on the GEM and the purchaser uses RFQ (mini competition or bidding among suppliers) feature on GeM to discover the final price.

In both the case of assessment of price reasonableness shall be recorded.

- GeM shall not be used in lieu of RFB – Open (International / National) method. All software shall be procured from original suppliers/Developers or their authorized resellers.
- Books and journals shall be purchased directly from the publishers.
- All Direct procurement shall be disclosed at the UNDB irrespective of value.

Selection methods of procurement of Consultants' Services (Firms): The Approved Selection Methods as reflected in the Section VII of the procurement regulations

Table 5: Methods and Value thresholds for Consultancy Services

Selection Method and arrangement *	Procurement	Thresholds for Methods
Quality and Cost Based Selection (QCBS)		As per requirements of para 7.3 of the Bank’s Procurement Regulations
Quality Based Selection (QBS)		As per requirements of para 7.8 to 7.10 of the Regulations
Selection based on a Fixed Budget (FBS)		As per requirements of para 7.4 and 7.5 of the Regulations
Selection Based on Least Cost Basis (LCS)		As per requirements of para 7.6 and 7.7 of the Regulations

Selection based on Consultant's Qualification (CQ)	As per requirements of para 7.11 and 7.12 of the Regulations. Contracts estimated to cost equivalent of US\$ 300,000 or less per contract
Direct Selection	Must meet the requirements of Para 7.13 to 7.15 of the Regulations, and with prior clearance by the Bank thru procurement plan.
UN Agencies	In accordance with paragraph 7.27 & 7.28 of the Procurement Regulations, and with prior agreement in Procurement plan with the Bank
NGOs	In accordance with paragraph 7.29 of the Procurement Regulations.

*In addition to above there are other selection arrangements available in the Bank procurement regulations July 2016 which upon Bank prior clearance can be incorporated and shall be based on the project need for use of the same.

The short list may consist of all National consultants in case the estimated cost is less than USD 800,000

* *If a transaction comprises several packages, lots or slices, the aggregate estimated value of contracts will determine the applicable threshold amount.*

It is envisaged to hire Govt. Institutions and Research Institutes having unique and exceptional capacities, as consultants for different assignments with prior no objection of the World Bank, on case to case basis. An MoU with a Strategic Partner shall be treated as a contract for all practical purposes (i.e. to be added to the Procurement Plan, to be reviewed by the Bank's etc.) irrespective of the nomenclature of the document as MoU. When a MoU is treated as a contract, it will be allowed only for small value assignment, i.e. up to US\$ 300,000. If a MoU is proposed to be used for an assignment having value greater than this threshold, it will be treated as non-standard procurement document and Bank prior clearance irrespective of the threshold is required before use.

Procurement methods for Selection of Individual Consultants (IC): The Approved Selection Methods as reflected in the Section VII of the procurement regulations

Table 6: Selection Methods for Individual Consultants

Method of Procurement	Thresholds for Methods
Open Competitive Selection	As per requirements of para 7.36 and 7.37 of the Regulations
Limited Competitive Selection	As per requirements of para 7.38 of the Regulations
Direct	Must meet the requirements of Para 7.39 of the Regulations, and with prior agreement in PP with the Bank

***Shall meet the requirements as stated in Regulations**

Prior Review Thresholds: The details of the Procurement review / oversight are defined in the Annex II of the Regulations for borrowers. The following would be subject to Prior review of the Bank regardless of the Method of selection:

Table 7: Prior Review Thresholds

Type of procurement	Bank's Prior review threshold *
Works	All procurements estimated to cost more than USD 10 million
Goods	All procurement estimated to cost more than USD 2 million
Consultant Firm	All procurements estimated to cost more than USD 1 million
Consultant Individual	All procurement estimated to cost more than USD 300,000

*These thresholds are for the purposes of the initial procurement plan for the first 18 months. The thresholds may be increased or decreased based on re-assessment of risks assessment. All contracts not subject to prior review will be post-reviewed

In case of contracts subject to prior review, the IA shall seek the World Bank's no objection before granting/agreeing to (a) an extension of the stipulated time for performance of the contract that either increases or reduces the contract price or has an impact on the planned completion of the project ;(b) any substantial modification of the scope (c) any variation order or amendment that singly or combined with all variations and orders previous issued increases the original contract amount by 15 percent and (d) proposed termination of contract

3.4 e-Procurement

Borrowers may use electronic procurement systems (e-Procurement) for aspects of the Procurement Process, including: issuing Procurement Documents, and addenda, receiving Applications/quotations/Bids/Proposals, and carrying out other procurement actions, provided the Bank is satisfied with the adequacy of the system, including its accessibility, security and integrity, confidentiality, and audit trail features. The E-Procurement platform developed and deployed by the National Informatics Centre (NIC) of Gol shall be used by the Project as .as agreed with the World Bank.

3.5 Procurement – Risk mitigation plan:

The following actions are being taken by PMU POCRA to mitigate the procurement risks.

1. **Procurement Manual:** This Procurement Manual has been prepared to provide clarity on procurement process and to ensure compliance and consistency..;
2. **Procurement plan:** All procurement activities to be carried out under the Project requires prior Bank clearance in STEP.

a. PIU level- Based on the Cluster Plan, the PIUs will collate and send their annual procurement plans to PMU. Subsequently PMU shall ensure its uploading and updating in STEP system. Bank clearance and coordination with PIUs shall be the responsibility of PMU.

b. - PMU level- PMU will prepare the Procurement Plan for all activities to be carried out by PMU and upload the same in STEP for seeking Bank clearance.

3. **Use of Bank SPDs: Bank's Standard procurement documents** shall be used. These bidding documents shall be made available by PMU thru the official website of PoCRA.
4. **Procurement Trainings:** PIU's shall identify their procurement official immediately and PMU will arrange a series of procurement training programs to enhance the capacity of PIUs and Procurement Committees at village level. The Training calendar will be agreed with PIUs to cover all the procurement staff & personnel involved in carrying out procurement under the project.
5. **PMU level and PIU level Procurement Units:** The PMU at State level will constantly guide the PIUs and periodically carry out review at the offices of the implementing units and provide guidance in regard to all procurement aspects including record maintenance. It will also be equipped with trained personnel, who will maintain the procurement MIS.
6. **Record Keeping:** PMU will provide guidance to all PIUs, to ensure that all records regarding procurement activities under the project are kept in an indexed and safe manner and will be readily available for the Bank review.
7. **Procurement Post Review and procurement review through Internal Audit:**
 - A. The internal audit TOR shall include procurement review which shall be 10% of the contracts entered during a Financial Year by the Community.
 - B. Procurement Post Review at the State level shall be carried out by Bank or Bank appointed consultant annually.
8. **Ensuring Compliance:** PMU and PIU shall ensure compliance at the community level in regard to the following:
 - a. Procurement by these Community level organizations shall follow community contracting processes and procedures outlined in the Community Procurement Chapter of the Procurement Manual, which is based on the Bank Procurement Regulations 2016;
 - b. All the procurement activities envisaged in the approved Micro Plan at Village level shall be included as simplified Procurement Plan and annexed in the Micro Watershed Plan at Cluster level;
 - c. Each procurement activity at Community level shall not exceed RFQ threshold i.e. \$ 100,000.
 - D. The procurement/purchase committee shall be constituted at the community level and shall ensure compliance with the agreed procedures;

E. The cluster level officer ensures that the Community carries out the procurement as per the agreed procedures and certifies all the procurement activities;

Disclosure Policy: PMU/PIUs will ensure the public disclosure policy as required under the Bank Regulations and State Government Policy; To ensure transparency the selected community shall display on their notice board or prominent place in the village the details of the procurement activities to be taken up.

9. **Grievance Redressal Mechanism:** Robust Complaint handling mechanism will be established thru POCRA website. All complaints will be registered and handled swiftly with appropriate remedial measures. A register of complaints redressal will be prepared and maintained by al IA and contain the following information.

Complaint Sl no	Date when received/made	Name of complai nant	Brief summary of complaint	Complaint against whom if against a person	Action taken	Compla int satisfie d	Remarks

10. **Procurement ePMIS:** A data base shall be created which will be regularly updated and generate reports for monitoring. The IT MIS system being developed under the project envisages to include on real time basis all stages of procurement /purchases processes to be carried out at all levels till completion. The POCRA PMU shall analyse the reports to see the trends, issues, procurement performance indicators etc. and take proactive corrective steps as and when required.

CHAPTER 4

Procurement of Goods, Works and Non-Consulting Services:

IA shall identify from the Approved Selection Methods, the selection method that best fits the requirements and enables it to achieve VfM. Sections VI and VII of these Procurement Regulations provide the conditions and circumstances for using the Approved Selection Methods, Particular Types of Approved Selection Arrangements, and Market Approach Options.

4.1 Approved Selection Methods

selection methods and arrangements	Market approach options ²						
	Open	Limited	Direct	Inter-national	National	Single-stage	
Request for Bids	√	√	-	√	√	√	
Request for Quotations	√	√	-	√	√	√	
Direct Selection	-	-	√	-	-		
Particular types of approved selection arrangements³							
UN Agencies	As per Paragraphs 6.47 and 6.48						
Community-driven Development (CDD)	√	√	√	-	√	√	
Force Accounts	-	-	√	-	√	-	

Request for Bids (RFB): A RFB is a competitive method for the solicitation of Bids. It is best used because of the nature of the Goods, Works, or Non-Consulting Services to be provided, the purchaser is able to specify detailed requirements to which Bidders respond in offering Bids. Procurement under this method is conducted in a single-stage process through e-portal. Qualifying criteria (minimum requirements normally evaluated on a pass/fail basis) are normally used with RFB.

Request for Quotations (RFQ): A RFQ is a competitive method that is based on comparing at least 3 price quotations from firms. This method may be more efficient than the more complex methods for procuring limited quantities of readily available off-the-shelf Goods or Non-Consulting Services, standard specification commodities, or simple civil Works of small value.

Direct Selection (DS)

²Market Approach options: BAFFP, Multi Stage, Negotiation and Rate Criteria are not being used in the PoCRA Maharashtra;

³ Selection arrangements Competitive Dialogue, PPP, Commercial Practices, E- Auctions, Imports, Commodities are not used in the PoCRA Maharashtra.

Proportional, fit-for-purpose, and value for money considerations may require a direct selection approach. That is, approaching and negotiating with only one firm. This selection method is appropriate when there is only one suitable firm or there is justification to use a preferred firm. Please refer Paragraph 6.9, Section VI of Procurement Regulations for various circumstances under which the DS is appropriate selection procedure.

4.2 Market Approach Options

Open Competition

An open competitive approach to market is the Bank's preferred approach as it provides all eligible prospective Bidders/Proposers with timely and adequate advertisement of a Borrower's requirements and an equal opportunity to bid/propose for the required Goods, Works, or Non-Consulting Services. Any approach, other than open competition, shall be justified by the Borrower. Any such approach shall be stated in the Procurement Plan

Limited Competition

A limited competitive approach to market is by invitation only, without advertisement. It may be an appropriate method of selection where there are only a limited number of firms or there are other exceptional reasons that justify departure from open competitive procurement approaches

Approaching the International Market

Approaching the international market (international competitive procurement), is appropriate when the participation of foreign firms will increase competition and may assure the achievement of best VfM and fit-for-purpose results. Open international competitive procurement, for which international advertisement is required in accordance with these Procurement Regulations, is the preferred approach for complex, high-risk, and/or high-value contracts. Please refer to the procurement thresholds for international open selection methods in **Table 4 and Table 5**.

Open	<ul style="list-style-type: none"> • Any firm may participate • Preferred approach
Limited	<ul style="list-style-type: none"> • Limited number of firms invited without advertisement • Exceptional reasons
Direct	<ul style="list-style-type: none"> • Invitation to one firm only
International	<ul style="list-style-type: none"> • Wider competition likely to be beneficial
National	<ul style="list-style-type: none"> • Wider competition unlikely to be beneficial
Single stage	<ul style="list-style-type: none"> • One envelop for both quality and financial bids • Exceptionally, 2 envelopes separating quality and financial bids.

Approaching the National Market

As agreed in the Procurement Plan, approaching the national market may be appropriate when the procurement is unlikely to attract foreign competition because of:

The size and conditions of the market; the value of the contract; activities that are scattered geographically, spread over time, or are labour- intensive; or the Goods, Works, or Non-Consulting Services are available locally at prices below the international market.

If foreign firms wish to participate in open national competitive procurement, they are allowed to do so on the terms and conditions that apply to national firms

National Procurement Arrangements: National competition for the procurement of Goods, Works and Non-Consulting services according to the established thresholds will be conducted in accordance with Paragraphs 5.3 – 5.5 of Section V of the Regulations and the following provisions:

- (a) Only the model bidding documents agreed with the Gol task force (and as amended for time to time) shall be used for bidding.
- (b) Invitations to bid shall be advertised in at least one widely circulated national daily newspaper (or on a widely used website or electronic portal with free national and international access along with an abridged version of the said advertisement published in a widely circulated national daily, among others, giving the website/electronic portal details from which the details of the invitation to bid can be downloaded) at least 30 days before the deadline for the submission of bids.

- (c) No special preferences will be accorded to any bidder either for price or for other terms and conditions when competing with foreign bidders, state-owned enterprises, small-scale enterprises, or enterprises from any given state.
- (d) Extension of bid validity shall not be allowed with reference to contracts subject to Bank prior review without the prior concurrence of the Bank (i) for the first request for extension if it is longer than four weeks and (ii) for all subsequent requests for extension irrespective of the period (such concurrence will be considered by the Bank only in cases of force majeure and circumstances beyond the control of the purchaser/employer).
- (e) Rebidding shall not be carried out with reference to contracts subject to Bank prior review without the prior concurrence of the Bank. The system of rejecting bids outside a predetermined margin or 'bracket' of prices shall not be used in the project.
- (f) Rate contracts entered into by the Directorate General of Supplies and Disposals (DGS&D) will not be acceptable as a substitute for national competition procedures unless incorporation of right to audit and fraud corruption clauses. DGS&D contracts and its new version will be acceptable, however, for any procurement under the shopping procedures.
- (g) No negotiations are conducted even with the lowest evaluated responsive bidders.

Single Stage One-Envelope

Single-stage procurement is most appropriate when the specifications and requirements are sufficient to enable submissions of complete Bids/Proposals. Single stage-one envelope procurement requires submission of both technical and financial Bids/Proposals in one envelope.

Single Stage Two-Envelope

If appropriate, a two-envelope process may be used in single-stage procurement. The first envelope contains the qualifications and technical part and the second envelope the financial (price) part; the two-envelope are opened and evaluated sequentially

4.3 Approved Selection Arrangements:

U N Agencies

When agreed with the Bank, Borrowers may select UN Agencies directly in situations where their expertise or rapid mobilization on the ground is critical, in particular, in circumstances of urgent need of assistance or capacity constraints. When entering into a contract with a UN Agency, the Borrower shall use a standard form of agreement between the Borrower and the UN Agency or a case-specific template approved by the Bank. In circumstances in which the Bank and a UN Agency have an established Framework Agreement (FA), the Borrower may take advantage of the FA when entering into a contract with the UN Agency

Community-driven Development

Procurement arrangements, specifications, and contract packaging may be suitably adapted, in a way that is acceptable to the Bank, when, in the interest of project sustainability, or to achieve certain specific social objectives of the project, it is desirable (in selected project components), to:

- a) call for the participation of local communities and/or nongovernmental organizations (NGOs) in civil Works and the delivery of Non-Consulting Services;

- b) increase the use of local know-how, Goods, or materials; or
- c) employ labour-intensive and other appropriate technologies

For details, refer to Chapter Community-driven Development and Annex XII Selection Methods of Procurement Regulations.

Force Accounts

Force Account, which refers to Works such as construction and installation of equipment and Non-Consulting Services carried out by a government department of the Borrower's country using its own personnel and equipment, may be the only practical method of procurement under specific circumstances. A government-owned construction unit that is not managerially, legally, or financially autonomous is considered a Force Account unit. The use of Force Account requires that the Borrower apply the same rigorous quality checks and inspection as for contracts awarded to third parties. Force Account shall be justified and may only be used, after the Bank's no-objection. Please refer Paragraph of 6.55 Section VI of Procurement Regulations for circumstances under which Force Account is justified.

Service Deliver Contractors

Projects may involve contracting individuals (but not as employees), to deliver Non-Consulting Services. Their selection may be carried out according to the Borrower's personnel hiring procedures, as reviewed and found acceptable by the Bank. When the individuals who deliver such services are to be provided by firms, the firms shall be selected using appropriate selection methods and procedures specified in these Procurement Regulations.

4.4 Price discovery of Goods and Works:

Works: The Public Works Department (PWD), GoM prepares the standard work descriptions and the unit rates. These reference rates are called as Schedule of Rates (SoR) and updated periodically. The estimates for each work is based on the SoR. In the scenario where the unit rates for few work items are not defined in the SoR, then the estimated cost for these non SoR items is based on the Market survey (triangulation of 3 quotes and devise approximate). The employer proceeds with appropriate procurement process to discover the price from the eligible contractors. The participated bids/quotations will be evaluated based on the predefined evaluation criterion. The lowest evaluated bidder will be awarded with the contract. To prepare estimates for Works through the Project, the same unit rates are being used by the Department of Agriculture and other departments of GoM for various programmes and schemes.

Goods: The unit rates calculated for several goods & equipment are finalised by a technical committee under the Commissioner of Agriculture, Government of Maharashtra. These are estimated on the basis of a) unit rates prescribed by Gol funded projects, b) unit rates calculated by several departments of Government of Maharashtra. However, during implementation, the updated unit rates will be taken into consideration for preparation of estimate. After preparation of the estimate, the purchaser adopts the appropriate procurement process to discover the price. Similarly, the schedule of rates for works are finalised by the Public Works Department, Government of Maharashtra. These rates are finalized keeping in mind

the required specifications as well as the market rates. Inputs from the field functionaries are also taken into account. Submitted bids/quotations will be evaluated based on the pre-defined criteria and lowest evaluated responsible bid will be awarded with the contract.

4.5 Request for Bids in Broad Steps

RFB – Single Stage Single Envelope with Post Qualification

- I. Initiate procurement as per the Procurement Plan;
- II. Identify eligible potential suppliers through brief market assessment / survey / historic details available in the department;
- III. Prepare specifications in consultation with the user and frame salient parameters, which enables objective comparison between range of make and models available in the market;
- IV. Prepare Request of Bid document using SPD template prescribed by the Bank;
- V. Advertise the procurement opportunity; Conduct the pre-bid conference, if stipulated; Provide the clarifications sought by the potential providers;
- VI. Opening of quotations; prepare the minutes of the bid opening;
- VII. Prepare the Bid Evaluation Report (BER) and recommend the award; Use the Bank's suggested evaluation format for BER;
- VIII. If Standstill period applies, please follow the prescribed procedure;
- IX. Award the contract; Obtain Performance Security as prescribed in the bid document;
- X. Contract management, acceptance and make Payments

STEP 1: Preparation of RFB Document

- The RFB documents shall furnish all information necessary for prospective providers to prepare a RFB for the Goods / Works / Non-Consulting services;
- The bid document should invariably contain standard bidding and contract conditions to make it self-explanatory. Some of the mandatory requirements in a bid document include- Invitation for bids (IFBs), Instructions to Bidders (ITBs), Contract Data including Bill/ Schedule of Quantities (BOQ), General Terms & Conditions, Award Criteria, Notification of Award, standstill period (if applicable) Execution of Contract, Quality Control, Payment Terms, Taxes and Duties, Completion Certificate, Warranty/ Defect Liability, Drawings, Dispute Resolution, Arbitration, Force Majeure, etc.
- Schedule of Requirements / Bill of quantities (BOQ) will indicate the description of items to be provided along with quantities and the phased manner in which the Goods / Works / Non-Consulting services are required to be delivered or constructed or render service.
- Bidding documents should state clearly whether the bid prices will be fixed or price adjustments will be made to reflect any changes in major cost components of the goods/ works.

STEP 2: Advertisement

- Timely notification of bidding opportunities is essential in competitive bidding. Invitations shall be published in daily newspapers with wide circulation, at least in one national English and one regional language daily. Display in the official website for wider dissemination;
- The detailed advertisement should also be placed in official website and provide brief advertisement in the newspaper to minimize the cost of procurement.
- The minimum time given for submission of bids shall be not less than 30 days from the date of sale of bid document.
- The last date and time of sale and receipt of bid document should be clearly indicated in the notification/ advertisement.

STEP 3: Issuance of the Bid document

- Sale of bid documents should begin only after the publication of notification for IFB in newspapers.
- Bid documents should be made available to all who seek them after paying the requisite fees, if any, regardless of registration status and they should be allowed to bid. However, the request should be in writing along with the requisite fee of the RFB/ bid, if any. Bidding documents will be sold till one day prior to the opening of the RFBs.
- Bids can be sold from different places but the bid/ RFBs shall be received at one place only, to avoid problems arising out of late/delayed RFB submission.
- Bid documents can also be made downloadable from official website. However, the downloaded RFB documents must be submitted with requisite RFB fees in the form of Bank DD without the RFB shall be rejected summarily.

STEP 4: Opening of Bids

- The time, date and venue for the RFB opening shall be mentioned in the IFB and bid documents.
- Bids should normally be opened immediately after the deadline of time fixed for submission on the same day.
- RFBs shall be opened in public. The bidders or their representatives shall be allowed to be present at the time of opening of bids.
- All RFBs received should be opened. No bid should be rejected at the time of bid opening except for late RFBs. Late RFBs shall be returned to the bidders unopened.
- The name of the bidder and total amount of each bid along with important conditions like applicable taxes (GST), delivery terms, delivery period, special conditions and discounts, if any, shall be read out at the time of bid opening. Withdrawal notices and modifications to the RFB shall be read out first followed by the RFB of the bidder.
- Minutes of bid opening must be prepared by bid opening officials and should be signed by all members present including bidders.
- Any kind of discounts offered shall be mentioned in the bid opening document clearly.

STEP 5: Bid Evaluation and Comparison

- The criteria to be used in the evaluation of bids and the award of contracts shall be made known to all bidders and not be applied arbitrarily.
- The purpose of bid evaluation is to determine substantially responsive bid with the lowest evaluated cost, but not necessarily the lowest submitted price, which should be recommended for award.
- The bid/ RFB price read out at the bid opening shall be adjusted at the time of evaluation with correction for any arithmetical errors for the purpose of evaluation with the concurrence of the bidder/ contractor. Where there is a discrepancy between the rates in figures and in words, the rate in words will prevail. Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will prevail.
- The conditional discounts offered by the bidder shall not be taken into account for evaluation. This however does not apply to cross-discounts.
- The purchaser shall prepare a detailed report on the evaluation and comparison of RFBs setting forth the specific reasons on which the recommendation is based for the award of the contract.
- **If standstill period applies, disseminate the Notification of Intention of Award and follow the prescribed procedure as per the Procurement Regulations Jul 2016.**

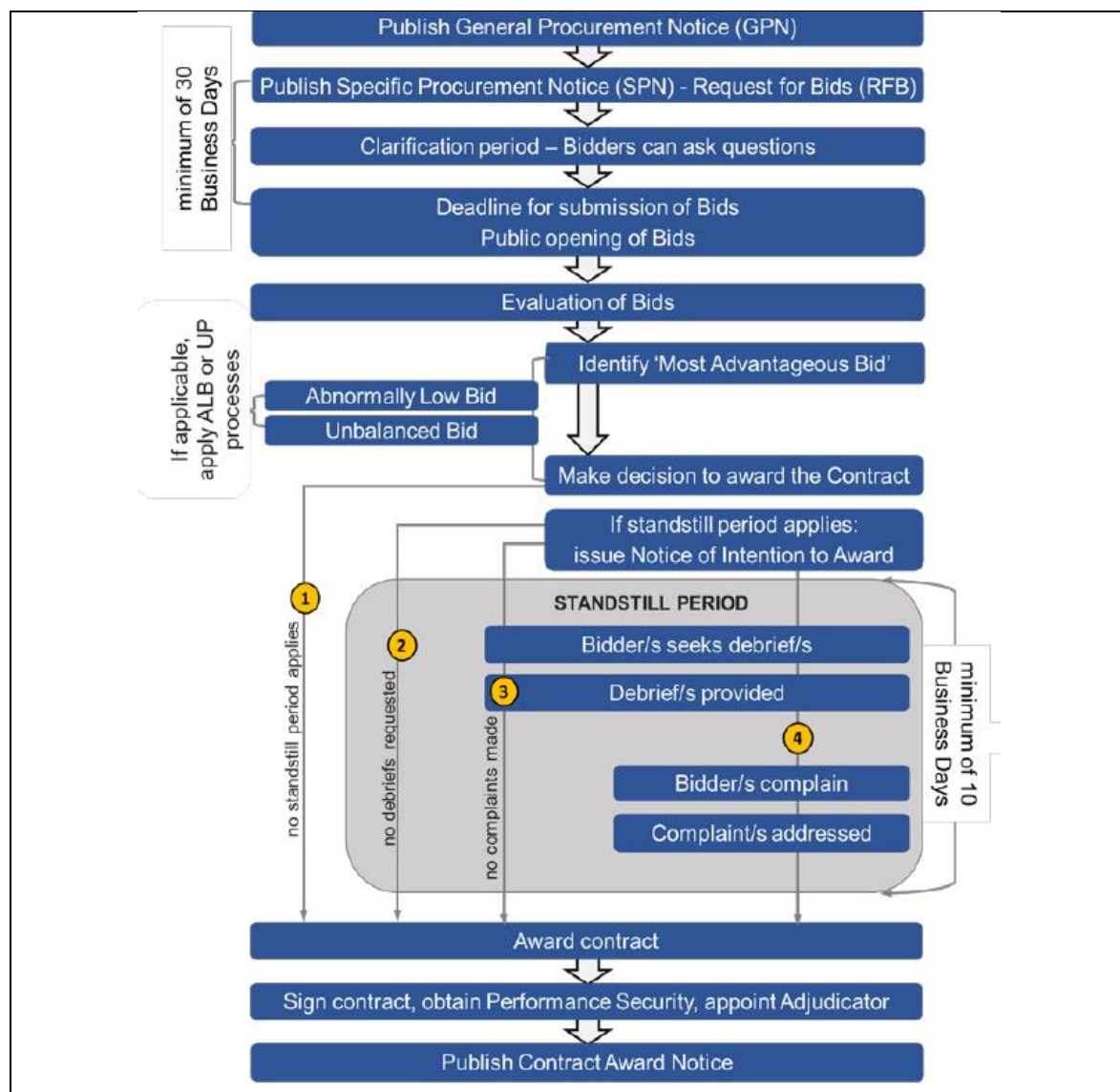
STEP 6: Award of Contract

- Implementing agency shall award the contract within the period to all aspects to the bidders who has the necessary technical capability and financial resources and whose bid is most advantageous to the RFB documents and has the lowest evaluated cost.

The purchaser can, if so desired depute a team of 3-4 officers to the premises of manufacturer to whom the contract is proposed to be awarded, to satisfy itself that the manufacturer has capability to produce the required quantity and the necessary quality testing and assurance facilities to meet the required standards. Based on the report of this Committee, the purchaser may decide to award the contract to the successful bidder offering the lowest or reasonable price after approval of the appropriate authority.

- Single bids should also be considered for award, if it is determined that publicity was adequate, bid specification/ conditions were not restrictive or unclear and bid prices are considered reasonable in comparison to estimated price.

These steps are depicted in the form of flowchart.



4.6 Salient Terms and Conditions for RFB

Provisions	Procurement Regulations Jul 2016
Seriously Unbalanced or Front-loaded Bids/Proposals	Paragraph 5.64
Abnormally Low Bids/Proposals	Paragraph 5.65 to 5.67
Most Advantageous Bid/Proposal	Paragraph 5.68
Rejection of Bids/Proposals	Paragraph 5.58 to 5.61
Notification of the Intention to Award	Paragraph 5.72 to 5.74
Standstill Period	Paragraph 5.78 to 5.80
Debriefing	Paragraph 5.81 to 5.87
Conclusion of the Standstill Period and Contract Award	Paragraph 5.88 to 5.92

Provisions	Procurement Regulations Jul 2016
Contract Award Notice	Paragraph 5.93 to 5.95

Seriously Unbalanced Bids

If the lowest evaluated bid for works is seriously unbalanced the PMU/PIUs may require the bidder to provide written clarifications, including detailed price analyses to demonstrate the consistency of the prices with the scope of Works, proposed methodology, and schedule. After evaluating the detailed price analyses (for contracts subject to prior review, with the Bank's no-objection), the Borrower may as appropriate:

- i. Accept the Bid;
- ii. Require that the total amount of the performance security be increased, at the expense of the Bidder, to a level not exceeding twenty percent (20%) of the contract price; or
- iii. Reject the Bid.

Abnormally Low Bids

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the PMU/PIUs as to the capability of the Bidder to perform the contract for the offered price. Where the PMU/PIUs identifies a potentially Abnormally Low Bid, the PMU/PIUs shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities, and any other requirements of the request for bids document. If, after evaluating the price analyses, the PMU/PIUs determine that the Bidder has failed to demonstrate its capability to deliver the contract for the offered price, the PMU/PIUs shall reject the Bid.

Most Advantageous Bid

The PMU/PIU/IP shall award the contract to the Bidder offering the Most Advantageous Bid, in accordance with the applicable selection method. When rated criteria are used, the Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be substantially responsive to the request for bids document and the highest ranked Bid. When rated criteria are not used, the Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be substantially responsive to the request for bids document and the lowest evaluated cost. If the lowest evaluated bidder does not meet the qualification criteria, his bid should be rejected and a similar determination should be made for the next lowest evaluated bidder, and the process continues if necessary for selecting the most advantageous bid.

Notification of the Intention to Award

Following the decision to award the contract (or in the case of FAs, the decision to conclude a FA), the PMU/PIU shall promptly and simultaneously provide, by the quickest means available, and as further specified in the request for bids document, written notification of the PMU's intention to award the contract to the successful Bidder (Notice of Intention to Award), (or, in the case of FAs, notification of intention to conclude a FA). Such notification shall be sent to each Bidder that submitted a Bid, (unless the Bidder has previously received notification of exclusion from the process at an interim stage of the procurement process).

For contracts subject to prior review by the Bank, the PMU/PIUs shall transmit the Notification of Intention to Award (or in the case of FAs, notification of intention to conclude a

FA), only after receiving the Bank's no-objection to the evaluation report. In the case of FAs, this written notification of intention to conclude a FA shall be provided to Bidders promptly after receiving the Bank's no-objection to the evaluation report.

The PMU/PIUs Notification of Intention to Award shall provide to each recipient, as a minimum, the following information as applicable to the selection method, and as further specified in the relevant request for bids document:

- The name and address of the Bidder(s) submitting the successful Bid;
- The contract price, or where the successful Bid was determined on the basis of rated criteria (where price and technical factors are rated), the contract price and the total combined score of the successful Bid
- The names of all Bidders that submitted Bids, and their Bid prices as read out, and as evaluated;
- A statement of the reason(s) why the recipient's Bid was unsuccessful, unless the price informational ready reveals the reason. The PMU/PIUs shall not divulge any other Bidder's confidential or proprietary information such as: cost breakdown, trade secrets, manufacturing processes and techniques, or other confidential business or financial information;
- Instructions on how to request a debriefing and/or submit a complaint during the Standstill Period, as set out in the request for bids document; and
- The date the Standstill Period is due to end.

Stand Still Period

To give Bidders time to examine the Notification of Intention to Award and to assess whether it is appropriate to submit a complaint, a Standstill Period of at least 10 business days shall apply after transmission of the PMU/PIUs Notification of Intention to Award. The Standstill Period shall last ten (10) Business Days after such transmission date. The contract shall not be awarded either before or during the Standstill Period. There shall not be a requirement for a Standstill Period if only one Bid is received in an open competitive process or direct selection of bidder is done or firms holding FAs are invited under the call-off process or in case of emergency Situations recognized by the Bank.

Debriefing

After receipt of notification of intention of award by the bidder, a period of 3 business days is provided to an unsuccessful bidder to make a written request for debriefing. Where a written request for debriefing is received from an unsuccessful bidder PMU/PIUs is required to provide a debriefing within 5 business days. In such a case stand still period shall automatically be extended until 5 business days after such debriefing is provided and communicated to all bidders. For the contracts subject to prior review, the information on the extended stand still period shall also be sent to bank. Where a request for debriefing is received later than stipulated 3 business days, the debriefing should be provided as soon as practicable (within 15 business days from the date of publication of contract award notice) without an extension to stand still period. The debriefing of an unsuccessful bidder may be done in writing or orally and as a minimum the debriefing shall repeat the information content in the notification of intention of award and responses to related questions from the unsuccessful bidder. However the debriefing shall not include point by point comparisons with another bidders bid or information that is confidential or commercially sensitive to other bidders. A written summary of each debriefing shall be included in the official procurement records and in case of prior review shall be submitted to bank. The bidder shall bear their own cost of attending a debriefing meeting.

Conclusion of Stand Still Period and Contract Award

At the end of the Standstill Period, if the PMU/PIU have not received any complaint from an unsuccessful Bidder, the PMU/PIUs shall proceed to award the contract in accordance with its decision to award, as previously communicated through the Notification of Intention to Award. For contracts subject to prior review, when no complaints are received by the PMU/PIUs within the Standstill Period, the PMU/PIUs shall proceed to award the contract in accordance with the award recommendation that had previously received the Bank's no-objection. The PMU/PIUs shall inform the Bank within three (3) Business Days of such award. The PMU/PIUs shall transmit the notification of award to the successful Bidder, or in the case of a FA, notification to conclude the FA with the selected Bidders, along with other documents as specified in the request for bids document for the contract. If the PMU/PIUs does receive a complaint from an unsuccessful Bidder within the Standstill Period, the PMU/PIUs shall not proceed with the contract award (or conclusion of a FA), until the complaint has been addressed. For contracts subject to prior review by the Bank, the PMU/PIUs shall not proceed with contract award without receiving the Bank's confirmation of satisfactory resolution of complaint.

Contract Award Notice

For all contracts, whether subject to the Bank's prior review or post review, the PMU/PIUs shall publish a public notice of award of contract (Contract Award Notice) within 10 (ten) Business Days from the PMU/PIUs Notification of Contract Award to the successful Bidder.

The Contract Award Notice shall include, at a minimum, the following information as relevant and applicable for each selection method:

- Name and address of the PMU/PIUs undertaking the procurement.
- Name and reference number of the contract being awarded, and the selection method used;
- Names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- Names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- The name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

In the case of FAs, the publication requirement applies only to the conclusion of the FA and not to the award of a call-off contract under the FA. The Contract Award Notice shall be published on the PMU/PIUs website with free access. In the case of international competitive procurement, the Contract Award Notice shall also be published in UNDB online. For contracts subject to the Bank's prior review, the Bank will arrange the publication on its external website upon receipt from the PMU/PIUs of a conforming copy of the signed contract.

Disclosure

While the disclosure requirements have been explained at various stages of procurement, overall disclosure requirements are as follows:

- (a) The following documents shall be disclosed on websites:
 - Procurement plan and updates;
 - Invitations for bids for goods and works for all NCB contracts;
 - Request for expression of interest for selection/hiring of consulting services;
 - Contract awards for goods and works procured following NCB procedure;
 - Contract award of all consultancy services; and

- List of contracts following DS or SSS on a quarterly basis.
- (b) The following details shall be sent to the Bank for publishing in the Bank's external website:
 - (a) Invitation for bids for procurement of goods and works using ICB procedures;
 - (b) Request for expression of interest for consulting services;
 - (c) Contract award details for all procurement of goods and works under the project.
 - (d) List of contracts/ purchase orders placed following SSS or DC procedures on a quarterly basis.
- (c) In respect of those contracts for which information is to be sent to Bank, within two weeks of receiving the Bank's no-objection to the recommendations of contract award, PMU shall take action to publish online the results identifying the bid and lot numbers and the following information:
 - (i) name of each bidder who submitted a bid;
 - (ii) bid prices as read out at bid opening;
 - (iii) name and evaluated prices of each bid that was evaluated;
 - (iv) names of bidders whose bids were rejected and the reasons for their rejection; and
 - (v) Name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- (d) Further PMU may also publish on their websites, any information required under the provisions of suo-motu disclosure as specified in the Right to Information Act.

Use the prescribed RFB document and gather all relevant details before compiling of the draft RFB document. [Request for Quotation \(RFQ\) Steps in detail:](#)

For this project, the threshold limit established for Request for Quotation is USD 100,000 equivalent, below which for procurement of Goods & Equipment RFQ can be used.

Quotations should be obtained through advertisement or, when limited competition is justified, through a request for quotations (RFQ) to a limited number of firms. To ensure competition, the Borrower should request quotations normally from not fewer than three (3) firms. Firms shall be given sufficient time to prepare and submit their quotations. RFQs shall include the description, quantity, delivery period, location of the Goods, Works and Non-Consulting Services, including any installation requirements, as appropriate. The request shall also indicate the deadline for submission of quotations and specify that quotations may be submitted by letter, facsimile or by electronic means. The evaluation of the quotations and contract award shall be carried out according to the criteria specified in the RFQ. The terms of the accepted quotation shall be incorporated in a contractually binding document. The Borrower shall keep records of all proceedings regarding RFQs.

DGS&D rate contract may be used as a replacement for Shopping. DGS&D has recently set-up e-Market place, where some common use items are available. More goods and non-consulting services are planned to be added. The use of Government e-Market place (GeM) in lieu of Shopping is available provided:

- a) Up to contract ceiling of USD 30,000 in catalogue mode;
- b) up to a contract ceiling of US\$ 100,000 provided there are at least three suppliers for the said item on the GEM and the purchaser uses RFQ (mini competition or bidding among suppliers) feature on GeM to discover the final price.

In both the case of assessment of price reasonableness shall be recorded. GeM shall not be used in lieu of RFB – Open (International / National) method.

4.7 Salient STEPS for RFQ:

- I. Initiate procurement as per the Procurement Plan;
- II. Identify eligible potential suppliers through brief market assessment / survey / historic details available in the department;
- III. Prepare specifications in consultation with the user and frame salient parameters, which enables objective comparison between range of make and models available in the market;
- IV. Prepare Request of Quotation document using template prescribed by the Bank;
- V. Solicit the RFQ from all Identified capable provider
- VI. Opening of quotations
- VII. Preparing comparative statement and making award decision
- VIII. Placing purchase order
- IX. Contract management, acceptance and making Payments

As agreed with Bank, prescribed SPDs for RFQ shall be used for all procurement of Goods, Works, and Non-Consulting Services. These will be provided to PIUs and displayed in the Project's website for ease of access.

4.8 Important aspects for RFQ method

Important Aspects	Brief Description
Advertisement	No need for advertisement in newspapers required for approaching limited market. However, the advertisement can be placed in the official website for approaching open with international or national market
RFQ Document	SPD document prescribed by the Bank shall be used (Refer project website); RFQs shall include the description, quantity, and delivery period, location of Goods, Works and Non-Consultancy Services including any installation requirements as appropriate.
Number of Quotations	Minimum 3 quotations.
Time for Bid Submission	Not less than 7 to 14 days
Technical Specification and quantity	Technical Specification and quantity (goods) and standard description (works) should be unambiguously defined.
Validity of Request for Quotation (RFQ)	Bidders shall be required to submit their quotation valid for the period specified in the RFQ.
Submission of Quotation	Technical Specification, quantity, and other terms and condition to be in accordance with RFQ
Evaluation	Comparative to be prepared by the concerned procurement committee

Important Aspects	Brief Description
	<p>shall ascertain whether quotations meet the eligibility requirements specified;</p> <p>have been properly signed;</p> <p>are valid for the period specified in the RFQ document;</p> <p>and are otherwise generally in order.</p> <p>If the bidder meets the above stipulations indicated in the RFQ, it is determined as responsive (commercially and technically) and is considered further for evaluation to determine most advantageous bid.</p>
Negotiation	There should not be any negotiations either for price or terms & conditions of the quotation submitted by the suppliers.
Earnest Money/ Bid Security	Not required.
Terms & Methods of Payment	Payment terms to clearly specified in the RFQ. No unsecured advances to be paid.
Warranty	To be clearly specified in the RFQ.

Kindly refer to Do's and Don'ts for RFQ method Annex 1

For procurement of Goods, the following points, salient terms and conditions may be kept in view:

Specifications: The specifications of the required goods/ equipment should be clearly stated without any ambiguity, so that the prospective bidders can send meaningful bids. In order to attract sufficient number of bids, the specifications should be broad-based to the extent feasible. A technical committee may be constituted to review and finalize the specifications. Finalization of specifications should also be essentially based on a market survey of available models and their specifications. Consider only salient parameters, which help the evaluators to evaluate and arrive at the recommendation. Required Goods may be specified by using measurable Functional / Operational Parameters, Physical Parameters, Support requirements and the essential spare parts, accessories and Tools. To enable participation of the potential bidders with product range, advised to specify desired parameters with range/band rather than the exact number. In cases where performance / output is important, also specify the requirement with the help of performance specifications. The range specifications should always desirable with the required accuracy (for example: Weighing machine measures 20 – 200 gm with the accuracy of +/- 1 mg).

Warranty: Warranty and Annual Maintenance Contract (AMC) for the duration of the life of the equipment are desirable but we have to be careful in prescribing the type of warranty and the duration. Prescribe **Comprehensive Warranty** (Parts/Labour/Onsite) in the conditions of the contract and also stipulate in the Purchase Order. The provider may add price premium for the warranty required for the borrower. The payment for Annual Maintenance Contract (AMC) after the warranty period may be paid in regular periodic intervals (Annual/Half Yearly/ Quarterly). Laboratory equipment may get obsolete with time and there is a need to replace them. Providing a very long warranty with AMC coverage may therefore add to the cost without being fruitfully utilized as the length of commitment does

have an effect on price. A Warranty with AMC coverage of around 5 years (2+3 years or 3+2 years, respectively) may be preferred to begin with. The AMC can be extended beyond this period if the equipment remains serviceable and is to be continued. The market practice is to extend various types of Warranties with small prints. Ensure that the Warranty period of Normal (12) / 24/36 months should be provided, only if it is an accepted industry standard for the equipment being procured. Otherwise, this may result in reduced competition and increased cost. The period should therefore, be stipulated after ascertaining the normal industry standards. Bank Guarantee (BG) coverage for AMC should invariably be obtained so that the supplier or his authorised agent has continued interest in maintaining the equipment.

Qualification Criteria: It may be desirable to buy a standard model befitting the laid down specifications rather than equipment tailor-made for the purpose. This is likely to give more trouble-free service; as such equipment has stood the test of time. In the qualification criteria therefore, we may include that the bidder or his principal should have been manufacturing and supplying the particular equipment for say two or three years prior to bid opening. Qualification criteria like years of experience and extent of sales in the past have a bearing on quality as also on competitiveness. It is better to base them on a market survey. In case an Indian agent is to provide substantial incidental services, it may be desirable to prescribe qualification criteria for the agent, in addition to the qualification criteria for the manufacturer/supplier. The qualification criteria should have prescribed in such a way that the incapable potential supplier should not qualify and on the other hand QC should not be restrictive enough to leave out capable potential bidders. The QC should be based on the broad understanding of potential bidders and their capacity.

Training: Training for use of critical equipment is necessary and should form part of the incidental services. Define the nature and scope of training in the RFQ document.

On-site Service: Unless onsite service is provided for both warranty and AMC, there may be problems, wherein the bidder may agree to provide replacement of parts but the work involved with documentation, import, customs clearance, insurance, etc. for replacement of parts may fall on the purchaser.

Performance Statement: Bidders are usually required to furnish certificates from their client/ consignee for satisfactory performance of the equipment supplied previously. If complete details are not given by the bidder, the purchaser is not able to verify. It is desirable to ask the bidder to provide the names of contact persons and their telephone numbers with a confirmation that the bidder has no objection to the purchaser verifying with the users.

Bid Evaluation Committees: Ensure constitution of bid evaluation committees for major items of purchase. The Committee normally comprises of three members, i.e. one each from finance, user and technical wings. Advised to adhere to government prescribed norms, if any.

Indian Laws: The Bidding Document should indicate that the relevant contract would be interpreted as per Indian Laws.

Payment Schedule: The suggested payment schedule should generally be: (i) ten percent as **secured** advance against performance security, (ii) Eighty percent on delivery and installation and certification from competent personnel to certify (iii) Ten percent on final acceptance including training etc., as prescribed in the contract. The payment schedule mentioned is only suggestive and the PMUs may revise/customize suitably including when the goods are originated from outside the country.

4.7 Particular Types of Contractual Arrangements

Framework Agreements (FA)

A framework agreement (FA) is an agreement with one or more firms that establishes the terms and conditions that will govern any contract awarded during the term of the FA (a call-off contract). The terms and conditions will usually include the fee rate, charge rate or pricing mechanism. FAs may be established for the anticipated procurement of Goods, Works, or Non-consulting Services, as and when required, over a specified period of time. An FA does not commit either party to procure or supply. Once established, a FA provides a fast and efficient way to procure Goods, Works or Non-consulting Services. A multi-supplier FA allows a Borrower to select from a number of firms, helping to ensure that each procurement represents best value for money.

FAs may be appropriate for the procurement of Goods, Works, or Non-Consulting Services under the following circumstances:

- i. frequent reordering is based on the same, or similar requirements, or set of specifications;
 - ii. where different entities of the Borrower procure the same Goods, Works, or Non-consulting Services, and aggregating the demand could lead to volume discounts;
 - iii. planning for Emergency Situations; or
 - iv. no single firm is considered to have sufficient capacity
- Further details see Annex XV Framework Agreements
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CHAPTER 5

Procurement of Consulting Services

For each procurement, the Borrower identifies, from the Approved Selection Methods, the selection method that best fits the requirements and enables it to achieve VfM. Sections VI and VII of these Procurement Regulations provide the conditions and circumstances for using the Approved Selection Methods, Particular Types of Approved Selection Arrangements, and Market Approach Options.

5.1 Need for Consulting Services in the project

Definition of services includes hiring of consultants and other similar contracting. An organization which is charged with the responsibility of implementing a project successfully cannot be expected to have on its permanent establishment personnel of each and every skill required for the various specialized services, which are required for the implementation of a complex project. So it is prudent for the organization to hire the services of specialized consultants as and when required. This will make the project cost effective and efficient use of resources of the organization as the consultants will be employed for a limited period.

The term “Consultants” includes a wide variety of private and public entities, including consulting firms, engineering firms, management firms, inspection service providers, auditors, universities, research institutions, non-governmental organizations (NGOs) and individual consultants.

Consulting service should have the following features:

- Meet high standards of quality
- Be impartial (that is, delivered by a consultant acting independently from any affiliation, economic or otherwise, that may lead to conflicts of interest);
- Be proposed, awarded, administered and performed according to ethical standards.

The responsibility of selecting, evaluating, awarding and supervising the performance of consultant under the assignment lies on the concerned implementing agency

Capacity Building under the Project:

- (a) Capacity building is one of the important activities among all Project components. Various capacity building programs are proposed to be conducted.
- (b) Hiring of outside agencies, with TOR of preparation of the training modules, training professionals, shall be done by following the Consultant selections methods. The Consultants could be consulting firms/specialized Training Organizations and the Agriculture Universities/ NGOs. The RFP and TOR shall specify and determine all the activities to be performed under such contracts.
- (c) When the training is conducted by in-house experts with responsibility for all the expenditure, the total expenditure including any remuneration for the officers imparting the training is classified as Training expenditure and it will be chargeable to operational expenses. If the in-house training is supplemented or wholly conducted

by Guest faculty, the payment for the guest faculty at the agreed rates will be classified as Training expenditure and will be chargeable to operational expenses.

- (d) If a consultant firms is to be selected for conducting customized training for project officials tailored as per the requirement, the selection procedure shall be in accordance with the Bank Procurement Regulations.

5.2 Approved Selection Methods - Firms

Table below provides an overview of the approved selection methods, particular types of approved selection arrangements, and market approach options available for the selection of Consulting Services in IPF operations.

Approved selection methods and arrangements	Market approach options					
	Open	Limited	Direct	Inter-national	National	Shortlist
Quality and Cost Based Selection	√	-	-	√	√	√
Fixed Based Selection	√	-	-	√	√	√
Lease Cost Based Selection	√	-	-	√	√	√
Consultant's Qualification Based Selection	√	√	-	√	√	√
Direct Selection	-	-	√	-	-	-
Particular types of approved selection arrangements⁴						
UN Agencies	As per Paragraphs 7.27 and 7.28					
Non-Profit Organizations (such as NGO's)	√	√	√	√	√	√
Selection Method for Individual Consultants						
Individual Consultants	√	√	√	-	-	-

⁴ Selection arrangements such as Commercial Practices, Banks, Procurement Agents are not used in the PoCRA Maharashtra.

5.3 Market Approach – Open, Limited, Direct, International, National and Shortlist

Open Competition

This approach provides all eligible prospective firms or individual consultants with timely and adequate advertisement of a Project Authorities s requirements and an equal opportunity to provide the required consulting services. Open competitive procurement approach including the advertisement of EOI is a preferred approach for Bank-financed selection of consultants.

Limited Competition

Limited competitive approach to market is without advertisement, it is only by invitation. It could be an appropriate method of selection where there are only limited selected firms or there are exceptional reasons for not undergoing open competitive procurement approach.

Direct Competition

Direct competitive approach to market is without advertisement, it is only by invitation. It could be an appropriate method of selection when there is exactly single person or firm for the job or job is of critical or emergency in nature. In order to bypass the selection procedure time, this method can be taken up with proper reasons.

Approaching International Market

An open international competitive procurement/selection market approach, with mandatory international advertisement in accordance with these Procurement Regulations, is used when the participation of foreign firms is most likely to achieve the best fit-for-purpose and VfM.

Approaching the National Market

As agreed in the Procurement Plan, national selection through advertisement in the national media/press may be used when the nature, scope, and/or value of the Consulting Services is unlikely to attract foreign competition and there are adequate qualified national Consultants to carry out the assignments. If foreign Consultants wish to participate in national selection, they may do so. When approaching the national market, the country's own procurement procedures may be used as specified in Paragraphs 5.3 to 5.6

Shortlist

Shortlist approach to market is only by invitation. It is done when there is a list of selected firms for a particular job which right skillset.

Selection Arrangements – UN Agencies, NGO's

UN Agencies

When agreed with the Bank, Borrowers may select UN Agencies directly, when they are uniquely or exceptionally qualified to provide technical assistance, advisory or technical services in their area of expertise, in particular in circumstances of urgent need of assistance or capacity constraints. When entering into a contract with a UN Agency, the Borrower shall use a standard form of agreement between the Borrower and the UN Agency or a case-specific template approved by the Bank. In circumstances in which the Bank and a UN Agency have an established FA, the Borrower may take advantage of the FA when entering into a contract with the UN Agency.

Non-Profit Organisation Such as NGO's

Not-for-profit organizations such as NGOs may be uniquely qualified to assist in the preparation, management, and implementation of projects, because of their involvement in

and knowledge of local issues and community needs, or their participatory approaches. Such organizations may be included in the Shortlist if they express interest and if the Borrower and the Bank are satisfied with their qualifications. For assignments that emphasize participation and considerable local knowledge, the Shortlist may be made up entirely of NGOs. In such a case, the procurement follows an appropriate selection method (QCBS, FBS, LCS, or CQS), based on the nature, complexity, and size of the assignment, and the evaluation criteria reflect the unique qualifications of NGOs, such as local knowledge, scale of operation, and prior relevant experience. Borrowers may also select the NGO on a single-source basis, provided the criteria set out for the direct selection of consulting firms above are met

5.4 Steps for Selection of Consultant

Aspect	QCBS	FBS	LCS	QBS	CQS	SSS
Prepare ToR	√	√	√	√	√	√
Prepare Cost Estimate	√	√	√	√	√	√
Advertise for EOIs (2 weeks)	√	√	√	√	√	X
Prepare Shortlist of top 5 to 8 firms	√	√	√	√	Best Firm Shortlisted	X
Prepare and Issue RFP to 5 to 8 firms (4 weeks)	√	√	√	√	Issued to 1 firm	Issued to SS
Technical evaluation and rejection below pass mark	√	√	√	√	X	X
Commercial Evaluation and combined scores	√	T1 if within budget	L1 of tech qualified selected	X	X	X
Cost & Units Negotiated for Award	X	X	X	√	√	√
Contract Negotiations (Tech & Tax)	√	√	√	√	√	√
Award of Contract	√	√	√	√	√	√

5.5 Preparation of Short List

The preparation of a Shortlist of firms to provide Consulting Services is required for all selection methods except CQS and Direct Selection. The Shortlist shall include not fewer than five (5) and not more than eight (8) eligible firms. The Bank may agree to Shortlists comprising a smaller number of firms when not enough qualified firms have expressed interest in the assignment, not enough qualified firms could be

identified, or the size of the contract or the nature of the assignment does not justify wider competition.

The following is not normally be included in the same Shortlist with private sector firms:

- a. UN Agencies; or
- b. SOEs or institutions and not-for-profit organizations (such as NGOs, and universities), unless they operate as commercial entities that meet the requirements of Paragraph 3.23 b.

If such entities are included in the list, the selection should normally be made using QBS or CQS. The Shortlist shall not include individual Consultants

The short list shall not include Individual Consultants. In contracts below USD 800,000 equivalent, shortlist may comprise national consultants only.

The borrower shall follow the steps below to carry out a Shortlist Process:

STEP 1: Preparation of Terms of Reference (TOR)

Prepare the complete TOR for the assignment. The TOR shall define clearly the objectives, goals, and scope of the assignment, provide background information to facilitate preparation of Proposals, and be compatible with the budget;

The ToR developed shall include:

- A precise statement of objectives
- An outline of the tasks to be carried out
- A schedule for completion of tasks
- The support/inputs provided by the client
- The final outputs that will be required of the Consultant
- Composition of Review Committee (not more than three members) to monitor the Consultant's works
- Review of the Progress Reports required from Consultant
- Review of the final draft report
- List of key positions whose CV and experience would be evaluated;

STEP 2: Preparation of Cost Estimate & Budget:

The Cost Estimates or Budget should be based on the assessment of the resources needed to carry out the assignment, staff time, logistical support, and physical inputs (for example, vehicles, office space and equipment). Costs shall be divided in two broad categories, a) Fee or remuneration & b) Reimbursable costs. The cost of staff time shall be estimated on a realistic basis for all personnel involved in the assignment. **Please refer to Annex 2 on how to prepare the ToR and Cost Estimate**

STEP 3: Expression of Interest (EOI) : Prepare the Request for Expressions of Interests (REOI) in accordance with the template provided on the Bank's external website, according to Paragraph 5.25 (Standard Procurement Documents). The REOI includes the complete TOR;

STEP 4: Solicitation of REOs: Publication of REOI: after the complete TOR have been prepared and are ready for distribution, make the TOR available to interested firms by publishing the REOI according to Paragraphs 5.22 to 5.24 (Publication of Procurement

Opportunities); Clarifications and addenda to REOs: **shall be In Writing. Submission of Expressions of Interests:** give firms sufficient time to respond to the REoI, normally no less than 10 Business Days. Late submission of an expression of interest (EoI) is not a cause for its rejection unless the Borrower has already prepared a Shortlist of qualified firms based on EoIs received; and

STEP 4: Preparation of Short List (Five to Eight) Firms

Assess the expressions of interest to determine the Shortlist. The criteria to be used for short listing may normally include: core business and years in business, relevant experience, technical and managerial capability of the firm. Key personnel are not evaluated at this stage. The final Shortlist is communicated to all firms that expressed interest, as well as any other firm or entity that requests this information. The invitation to Shortlisted firms to submit Proposals includes the names of all Shortlisted firms. Once the Bank has issued its no-objection to the Shortlist, the Borrower does not modify it without the Bank's no-objection

5.6 Request for Proposal:

The Shortlisted firms are invited to respond to the request for proposals document using one of the approved selection methods. In determining the right selection method for Consultants, quality aspects are particularly critical. Selection based on lowest price only may not deliver the best VfM

5.7 Common Procedures for QCBS, FBS, and LCS

The Borrower shall follow the steps below to carry out a selection process when using QCBS, FBS or LCS methods.

Request for Proposals Document: prepare the request for proposals document using the Bank's applicable Standard Request for Proposals document;

Use the Bank prescribed SPD for preparation of RFP document. The RFP shall include,

1. Letter of Invitation (LOI)
2. Instructions to Consultants (ITC) with Data Sheet
3. Technical Proposal - Standard Forms
4. Financial proposals - Standard Form
5. Terms of Reference (ToR)
6. Standard Forms of contract

Proposal preparation period: the Borrower shall allow sufficient time for the firms to prepare their Proposals depending on the nature and complexity of the assignment;

Letter of invitation to submit Proposals: the Borrower's shall issue the letter of invitation to submit Proposals along with the request for proposals document to all the Shortlisted firms;

Clarifications and addenda: shall meet the requirements of Paragraphs 5.31 and 5.32 (Clarification of Procurement Documents);

Proposal Submission:

- i. the technical and financial Proposals shall be submitted at the same time in two (2) separate and sealed envelopes
- ii. shall meet the requirements of Paragraphs 5.36 and 5.37 (Bid/Proposal Preparation Period and Submission).

Technical Proposal Opening:

- i. the Borrower shall conduct the opening of only the technical Proposals received by the deadline for the submission of Proposals.
- ii. shall meet the requirements of Paragraphs 5.40 to 5.48 (Bid/Proposal Opening) as applicable.

Evaluation of Technical Proposals: the evaluation of the technical Proposals shall be in accordance with the evaluation criteria specified in the request for proposals document;

Communications of results:

- i. once the evaluation of technical Proposals is complete, the Borrower shall inform all firms that submitted Proposal of their score and whether they met the minimum qualifying technical score specified in the request for proposals document. The Borrower shall simultaneously notify the firms that have met the technical Proposal requirements of when the financial Proposal shall be opened.

Financial Proposals Opening:

- i. financial Proposals shall not be opened earlier than seven (7) Business Days from the communication of technical evaluation results to the Consultants.
- ii. the Borrower shall conduct the opening of the financial Proposals in accordance with Paragraphs 5.40 to 5.48 (Bid/Proposal Opening), as applicable.

Evaluation of Financial Proposals: shall meet the requirements indicated in the request for proposals document;

Combined Quality and Cost Evaluation: shall meet the requirements set out in the request for proposals document;

Negotiations: Negotiations shall include discussions of the TOR, the methodology, Borrower's inputs, and special conditions of the contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract

Notification of Intention to Award and Standstill Period: as per Paragraphs 5.72 to 5.77 (Notification of Intention to Award), and Paragraphs 5.78 to 5.80 (Standstill Period);

Award of Contract and publication of contract award: shall meet the requirements of Paragraphs 5.88 to 5.92 (Conclusion of Standstill Period and Contract Award), and Paragraphs 5.93 to 5.95 (Contract Award Notice); and

Debriefing: as per Paragraphs 5.81 to 5.87 (Debriefing by the Borrower).

5.8 Selection under a Fixed Budget (FBS)

Like QCBS, FBS is a competitive process among Shortlisted consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services. In the request for proposals document, the cost of services is specified as a fixed budget that shall not be exceeded. FBS is appropriate when:

- a) the type of Consulting Service required is simple and can be precisely defined;
- b) the budget is reasonably estimated and set; and
- c) the budget is sufficient for the firm to perform the assignment.

The request for proposals document specifies the budget and the minimum score

for the technical Proposals. The Proposal with the highest technical score that meets the fixed budget requirement is considered the Most Advantageous Proposal. For details see Annex XII, Selection Methods

5.9 Least Cost Selection (LCS)

Similar to QCBS, LCS is a competitive process among Shortlisted consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services. LCS is generally appropriate for assignments of a standard or routine nature (such as engineering designs of non-complex Works), for which well-established practices and standards exist. The request for proposals document specifies the minimum score for the technical Proposals. Among the Proposals that score higher than the minimum technical score, the Proposal with the lowest evaluated cost is considered the Most Advantageous Proposal. For details see Annex XII, Selection Methods.

5.10 Quality and Cost Based Selection (QCBS)

QCBS is a competitive process among Shortlisted consulting firms under which the selection of the successful firm takes into account the quality of the Proposal and the cost of the services. The request for proposals document shall specify the minimum score for the technical Proposals. The relative weight to be given to the quality and cost depends on the nature of the assignment. Among the Proposals that are responsive to the requirements of the request for proposals document and are technically qualified, the Proposal with the highest combined (quality and cost) score is considered the Most Advantageous Proposal. For details see Annex XII, Selection Methods.

This method of selection is appropriate when:

- The scope of the work of the assignment can be defined with fair clarity and the Terms of Reference are clear and well specified;
- Client who hires the consultant as well as the consultant can estimate with reasonable precision the staff time, the assignment duration and the other inputs and costs required of the consultants;
- The risks of downstream impacts are quantifiable and manageable;
- The capacity building aspect of the assignment can be estimated with regard to duration and staff time effort

To ensure receipt of responsive proposals, the RFP under QCBS shall indicate the level of key staff inputs (in staff time) estimated by the Client to carry out the assignment or the estimated cost of the services, but not both. However, the consultants shall be free to determine their own estimates of staff time to carry out the assignment and to offer the corresponding cost in their proposals.

QCBS method of selection is normally adopted for following kind of assignment:

- Feasibility studies & designs where the assignment is simple and well defined;
- Preparation of bidding documents and detailed designs;
- Supervision of the construction of works and installation of equipment;
- Technical, financial or administrative services of a noncomplex nature;
- Procurement and inspection services

QCBS may not be appropriate for complex or specialized assignments in which the scope of the assignment is not well defined and staff time is difficult to estimate. **Please refer to Annex XII Selection Methods of Procurement Regulations for using Quality – based selection procedure.**

5.11 Selection Based on Consultants Qualification (CQS)

The Borrower shall request expressions of interest (REOI), by attaching the TOR to the REOI. At least three qualified firms shall be requested to provide information about their relevant experience and qualifications. From the firms that have submitted an EoI, the Borrower selects the firm with the best qualifications and relevant experience and invites it to submit its technical and financial Proposals for negotiations. **Advertisement of REOs is not mandatory.** CQS is appropriate for small assignments or Emergency Situations in which preparing and evaluating competitive Proposals is not justified.

It is usually adopted for the following types of assignments:

- Evaluation studies at critical decision points in the project implementation such as review of alternative solutions with large downstream effects;
- Executive assessments of strategies and programs;
- High level, short term, expert advice;
- Participation in project review panels

5.12 Direct Selection (DS)

Proportional, fit-for-purpose, and VfM considerations may require a direct selection (single-source or sole-source selection), approach, that is: approaching and negotiating with only one firm. This selection method may be appropriate when only one firm is qualified, a firm has experience of exceptional worth for the assignment, or there is justification to use a preferred firm. Please refer to Paragraph 7.14 for the circumstances under which the DS is justified. In all instances of direct selection, the Borrower shall ensure fairness and equity, and shall have in place procedures to ensure that:

- a. the prices are reasonable and consistent with the market rates for services of a similar nature; and
- b. the required Consulting Services are not split into smaller-size procurements to avoid competitive processes

5.13 Approved Selection Methods for Individual Consultants

Individual Consultants are selected for an assignment for which:

- a. a team of experts is not required;
- b. no additional home office professional support is required; and
- c. the experience and qualifications of the individual are of paramount requirement

When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it is advisable to employ a firm. When qualified individual Consultants are unavailable or cannot sign a contract directly with a Borrower because of a prior agreement with a firm, the Borrower may invite firms to provide qualified individual Consultants for the assignment. In all cases, individual Consultants selected to be employed by the Borrower shall be the most experienced and best qualified among the candidates,

and shall be fully capable of carrying out the assignment. The evaluation shall be based on the relevant qualifications and experience of the individual Consultant.

Open Competitive Selection of Individual Consultants

Advertisement through REoIs is encouraged, particularly when the Borrower does not have knowledge of experienced and qualified individuals, or of their availability, the services are complex, there is potential benefit from wider advertising, or advertising is mandatory under national law. REoIs shall include complete TOR. Individual Consultants are selected from those that expressed interest in response to a REoI.

Limited Competitive Selection of Individual Consultants

When the Borrower has knowledge of experienced and qualified individuals and their availability, instead of issuing a REoI, it may invite those individual Consultants that it deems qualified to provide the required Consulting Services. The complete TOR shall be sent with the invitation. Individual Consultants shall be selected from those that expressed interest in response to the invitation.

Direct Selection of Individual Consultants

Individual Consultants may be selected on direct selection basis, with due justifications, under the following circumstances:

- 5.14 tasks that are a continuation of previous work that the individual Consultant has carried out after being selected competitively;
- 5.15 assignments with a total expected duration of less than six months;
- 5.16 urgent situations; or
- 5.17 when an individual Consultant has relevant experience and qualifications of exceptional worth to the assignment

5.14 Particular Types of Contractual Arrangements

Framework Agreements (FA)

A Framework Agreement (FA) is an agreement established with firms or individual Consultants (panel of Consultants), as required over a specified period of time. The FA sets out terms and conditions under which specific Consulting Services (call-off contracts), can be provided directly or competitively throughout the term of the agreement. FAs may be appropriate for the recurring selection of Consulting Services or to consolidate requirements when different entities of the Borrower procure the same types of Consulting Services. For details see Annex XV, Framework Agreements.

5.15 Important Provisions for Selection of Consultancy

Currency: RFPs shall clearly state that firms may express the price for their services, in the currency specified in RFP. If RFP allows proposals in more than one currencies, the date & the exchange rate for converting all the bid prices to Indian INR shall be indicated in RFP.

Price Adjustment: To adjust the remuneration for foreign and/or local inflation, a price adjustment provision may be included if its duration is expected to exceed 18 months. Exceptionally, contracts of shorter duration may include a provision for price adjustment only in exceptional cases when local or foreign inflation is expected to be high and unpredictable.

Payment Provisions: Payment provisions, including amounts to be paid, schedule of payments, and payment procedures, shall be agreed upon during negotiations. Payments may be made at regular intervals (as under time-based contracts) or for agreed outputs (as under lump sum contracts). Payments for advances if any should normally be backed by advance payment securities.

Bid and Performance Securities: Bid and performance securities may be dispensed with for consultants' services. Their enforcement is often subject to judgment calls, they can be easily abused, and they tend to increase the costs to the consulting industry without evident benefits.

Conflict of Interest: The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract.

Professional Liability: The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to the Borrower will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to the Borrower may in no case be limited to less than a multiplier of the total value of the contract to be indicated in the CFP and in the special conditions of contract and (c) any such limitation may deal only with the consultant's liability toward the client and not with the consultant's liability toward third parties.

Staff Substitution: During an assignment, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable), the consultant shall propose other staff of at least the same level of qualifications for approval by the Borrower.

Applicable Law and Settlement of Disputes: The contract shall include provisions dealing with the applicable law, which should be the law applicable in India and the forum for the settlement of disputes

CHAPTER 6

Community Procurement

6.1 Concept

As per the approved micro plan/mini watershed plan activities shall be carried out by selected Beneficiary or community (VCRMC) and business plan shall be carried out by the FPO/FPC. The civil works shall be carried out by the village level community itself through VCRMC. Also Farmer Producer Group/Organization engaged in village/cluster level agri-business/agri-entrepreneurship are expected to procure necessary Goods and Works for establishing agri-enterprises by themselves.

Community participation in the works/ activities from planning to post implementation can help in smooth operation and maintenance and successful implementation of the projects. This chapter provides simple step by step instructions to the VCRMC on how they go about procuring the various goods, works and services required for implementation of the project. To ensure consistency and compliance simple forms and formats to be used for various procurement shall be provided .In addition PIU shall ensure training of the procurement committee..

Community level Procurement at Village Cluster Level / Gram Panchayat level /Village Level/ Farmers Organization level and Beneficiary Level

Significant procurement of goods and civil works is envisaged for development of water resources, watershed, land resources, micro-irrigation, climate resilient farming systems, farm-mechanization, Agro-processing and storage by the farming community at village cluster level/village level, Farmers Organization level and Individual Beneficiary level. It is envisaged that all this procurement will be of small value not exceeding the threshold for Request for Quotations.

The activities for which procurement is to be carried out by VCRMC shall be specified in the approved Micro Plan/mini watershed plan .It shall be reflected in the procurement plan and included in the annual action plans . Procurement shall be carried out by Procurement Committees under the oversight of the PIU .

6.2 Authority of Procurement

Certain activities will be carried out at the VCRMC/FPO/Beneficiary level. This will be approved as part of the mini-watershed plan. VCRMC is a committee formed under the Maharashtra Village Panchayat ACT as a sub-committee of Gram Panchayat. It has the following members:

- Sarpanch (Chairman President);Progressive Farmers (2 Male and 2 Female)
- Farmers representative of small and marginal SC/ST committee(9 members)
- Women Farmer; Representative of Women self-help group and farmers group (2)
- Agri- Assistant (Technical Member - 1);Cluster Assistant (Member Secretary – 1)

The functions of VCRMC majorly involve:

- Issue of receipts for sale of tender documents
- Receiving of tenders
- Providing information to the perspective bidders.
- Maintaining records regarding the activities of the procurement.
- The accounts person shall assist the sarpanch in performing the aforesaid functions.

It is the responsibility of the VCRMC to ascertain the requirement of the village as per the approved mini watershed plan and collate it for next 12 months. This Annual Plan shall be shared and approved.

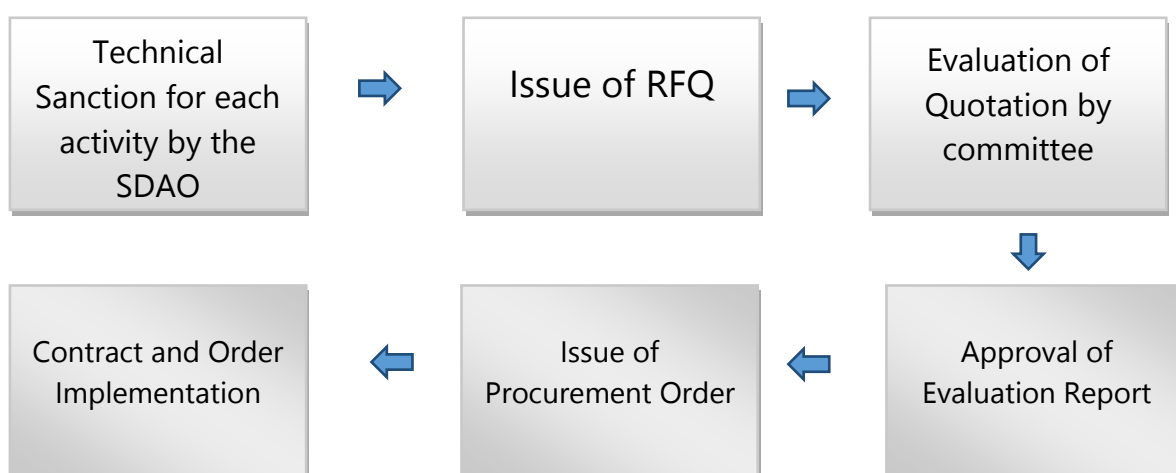
6.3 Execution of Work

The community works may be carried out by VCRMC itself or by the members of the community. If VCRMC is unable to take up project activities by itself, the works will be awarded to independent contractors selected on competition basis following RFQ method. **Please refer to the attachment comprises of relevant RFQ templates and other forms.**

In case of special technical requirements for which the above-mentioned village level institutions do not possess adequate capabilities, then the VCRMC may request the PMU to carry out the work on its behalf. PMU shall include all activities required to be carried out in the procurement plan and seek Bank prior clearance .

Record of all the procurement carried out by GP's or by the beneficiary and farmer groups shall be maintained for carrying out post review and third party audit.

Procurement Cycle through Quotation by the Community



6.4 Requirements of Community Procurement

- **Quality Assurance:** Procurement of goods and materials having ISI certification (where ever applicable) from authorized vendors of manufacturers shall be the first step in obtaining prescribed quality of goods/ materials.
- **Quantity Assurance:** Quantities strictly required to execute the work satisfactorily shall always be worked out prior to scheduling the procurement. Purchase of excess goods/materials should be avoided.
- **Timing:** Appropriate timing of delivery of goods/ materials matching with commencement and completion of work shall always be adhered to. Any gap might lead to either excess holding of material or to delay the completion of work which may result in cost over-run.
- **Rates:** The rates for materials, goods to be procured should be reasonable and commensurate with quality and comparable with purchases being conducted for similar projects.

6.5 Procurement of Works by VCRMC

- a) In the implementation of works and activities as per the Micro plan/Mini Watershed Plan, the cluster assistant shall work as facilitator for procurement by VCRMC.
- b) The technical and professional support shall be provided to the village/cluster committee at all stages including preparation of request for quotation documents, specifications, comparison of quotations, inspection of equipment, and implementation of works.
- c) The implementation of works as per the Mini Watershed Plan would be the responsibility of village/cluster level committee.
- d) The following principles shall be followed for procurement of works:
 - All activities under the project, will be implemented by village/cluster committee.
 - For procurement of works either on aggregate basis or by individual activity basis, by a single contracting agency may be engaged and the contracted agency will be responsible for carrying out all components of works on single responsibility basis. The Users Groups and the Self Help Groups (SHG) can be the contracting agency. In Such case the procurement of goods will be responsibility of the contractor engaged on single responsibility basis. The village/cluster committee shall act, as 'facilitator' and responsibility for execution of works lies with the committee.
 - The village committee will have the option to procure the construction material (for village level works) at their own level and either executes them using the community labour or award the labour contract to a contractor.

- All such options for procurement of goods, works and services shall be explained by project officials to the community at planning stage to facilitate decisions. However, the technical and professional support shall be provided to the village committee at all stages including preparation of request for quotation document, specifications, comparison of quotations, inspection of equipment and/ or supervision of works.
- Village committee will directly enter into contract with contractors, and will use the Request for Quotation document and contract under request for quotations procedure as agreed with the Bank.

Simple civil works like earthwork, masonry work for watershed structure, etc. may be executed by engaging skilled and unskilled labour as well as support persons on daily wages. Village committee will supervise the execution of work at their level and appropriate records shall be kept.

<p>List of Activities By VCRMC</p>	<p>Improvement through sub surface drainage, Continuous Contour Trenches, Construction of earthen nala bund, loose bolder structures, cement nala bund, compartment bunding, Community Farm Pond, Preparation of mini-water shed plans, afforestation on community land</p>
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6.6 Activities to be carried out by Beneficiary Farmers/ with DBT of Grants Support

Community Level Procurement of Works/Goods & Equipment's by Individual Beneficiary Farmers/) with use of Direct Benefit Transfer to provide Grant Support

The central government has decided in 2011 to introduce the Direct Benefit Transfer method with an intention to plug pilferages and establish a robust method to deliver benefit directly to the beneficiaries in a timely and effective manner. Government of Maharashtra in Dec 2016 has decided to implement Direct Benefit Transfer method on wide scale for various well fare programmes/schemes where in benefits are given to individuals in terms of assets or cash. Following are the benefits through DBT method:

- Reduction in procurement at the Government Department level.
- Opportunity to the beneficiary to procure needed equipment's of desired quality at best competitive local market level price by the beneficiary to full fill the timely requirements.
- Bringing in more transparency in governance in Direct Benefit Transfer.

Reducing governance burden for resolving procurement and distribution related issues.

Procurement shall be done following the steps given below:

- Most of the goods will be procured directly by the beneficiary as per the project specified specifications for goods and the funds will be transferred post verification.

- In case of community procurement, the VCRMC has to follow RFQ method and obtain quotations from authorized dealers of goods with ISI Certification (where ever possible and available) in the selected markets (minimum 3 quotations) and will be responsible for preparation of comparative statement of rates quoted and selection of the lowest evaluated responsive bidder and then release of purchase order.
- Some of the items that will be directly procured are:

Description	Source of Procurement
Plant Saplings	Government Certified Nurseries

The project envisages empowering the beneficiaries with hassle-free claiming of the grants by introducing DBT (Direct benefit transfer). The beneficiary will procure the goods as per his choice and will get it verified from the project authorities. After the verification by the project officials the subsidy amount will be directly transferred to the beneficiaries account.

Benefits of DBT:

Prevention of leakage and diversion.

Transparent benefit disbursement method by creation of Aadhaar linked bank account database of the beneficiaries.

Transaction visibility at the beneficiary level.

Beneficiary gets the choice in selection of goods and works

6.7 Quality Control by Community

Simple methods for exercising tests and checks for different goods/ materials like bricks, sand, aggregates, cement, steel, pipes etc. required for works at community level shall explained and demonstrated by Engineer from department and later shall be implemented to ensure that all the materials supplied conform to specification and have ISI certification and works as executed conform to the prescribed specification.

6.8 Quality Control by Community for Raw Materials for Works

Simple methods for exercising tests and checks for different goods/ materials like bricks, sand, aggregates, cement, steel, pipes etc. required for works at community level shall explained and demonstrated by Engineer from department and later shall be implemented to ensure that all the materials supplied conform to specification and have ISI certification and works as executed conform to the prescribed specification.

6.9 Disclosure Requirement

The VCRMC shall display the following information on the notice board of the village(s) and at Prime places

- Name of each Contractors who submitted the quotations
- Quoted prices as read out at quotation opening

- Name and evaluated prices of each quotation, and
- Name of the winning Contractor, and the price it offered, as well as the duration and summary scope of the contract awarded
- Date of commencement/completion of contract.

6.10 Benefits of Community Procurement

The benefits of involving community in procurement include:

- Enhancing community ownership.
- Increasing communities' capacity which is useful during operation and maintenance.
- Generating employment and economic opportunities within the community.
- Lessening the burden of procurement on Government implementing agencies.
- Adds to the transparency and accountability at grass root level.
- Ensure quality of goods and works at implementation level.

It needs to be noted that community involved procurement, must not compromise with the principles of competitiveness and transparency of the process. It is planned to suit the needs and capacity of the community in rural environment.

6.11 Documentation at the VCRMC

When procure Goods, Works and Services, record and document them in each level of procurement. This will ensure adherence of procurement key rules been followed

Stages of Documentation:

- The details of quotation received should be recorded by passing resolution
- Details of opening quotation before committee should be recorded
- Details of Procurement agreed should be recorded
- Displayed information about procurement in notice board should be recorded
- Procurement details discussed in the Gram Sabha/ Village Assembly should be recorded
- Procured Goods, Works and Services should be recorded in stock/ Asset register
- Insurance details of Procured items should be recorded

Following details need to Document

Minute's books – Items should be mentioned

- All Quotations both open / Sealed should be filed
- Date
- Discussion held during taking decision on procurement

- Amount agreed for procurement

This information's will be required for verification by members of VCRMC and other community.

CHAPTER 7

Procurement Reviews by the Bank

7.1 General:

The Procurement plan mentions the contracts which are subject to Bank's prior review or post review. The contracts above the agreed threshold limit are prior reviewed by the Bank. All other contracts are subject to post review. Procurement review refers to reviewing and auditing of files and documents relating to the procurement of goods, works and non-consulting and consultancy services. Procurement review is basically carried out to ascertain whether the agreed procurement procedures were correctly and completely followed both in letter and spirit. It brings out omissions/ commissions and lapses, whether on account of poor or inadequate understanding of the procedures or wilful negligence including likely fraud/corruption evidence during the review.

In cases of serious lapse or noncompliance with the agreed procedures (noticed during Procurement Review), the Bank may declare mis-procurement and it is the Bank's policy to cancel that portion of the credit allocated to the goods, works, non-consulting services or consulting services that have been misprocured. The report and observations of procurement review also work as a guide for taking corrective measures to streamline and improve the procurement system.

The procurement review shall be done by the following:

Thru STEP Prior review of Procurement Plan and their updates that are prepared by the PMU/PIU/IP in accordance with the provisions of Procurement Regulations. They shall be consistent with the Project Implementation Plan, the Financing Agreement and the Regulations

Review by Procurement Cell of PMU-POCRA: The dedicated procurement cell created at the PMU, POCRA will undertake periodical review of the procurements done at PMU/PIU and community level on a sample basis and take corrective measures as may be necessary.

Prior and post review by The World Bank: Details are provided in 7.2 and 7.3 below.

7.2 Review of Procurement of Goods, Works and Non-Consulting Services by World Bank:

7.3 Prior Review:

Prior review of contracts: The Bank undertakes 'Prior Review' of procurement decisions at all stages for prior review contracts. The threshold limits for prior review are provided in the approved procurement plan. The Prior Review of goods, works & equipment, and non-consulting services is conducted to review consistency of

procurement actions with the provisions of Financing Agreement, Procurement Guidelines of Bank and terms & conditions used in the Bid document at following stages:

- Procurement plan;
- Bidding documents including invitation for bids;
- Minutes of pre-bid conference;
- Bid Evaluation Report; and
- Final contract(s) with checklists for WBR
- Contract Amendments;

The documents to be submitted by client for seeking Bank's no objection in prior review contracts at various stages are listed below:

GOODS	WORKS	CONSULTANCIES
Procurement Plan	Procurement Plan	Procurement Plan
IFB/Bid document RFB	IFB/Bid document RFB	REoI/RFP
Addendum of Pre-Bid	Addendum of Pre-Bid	Addendum of Pre-Proposal
Bid Evaluation Report	Bid Evaluation Report	Technical Evaluation Report
Draft Contract	Draft Contract	Combined Evaluation Report with Contract

7.4 Procurement Post Review (PPR):

All the contracts that are not prior reviewed may be post reviewed by the Bank. The Bank undertakes annual procurement post review (PPR) of selected percentage of contracts to be funded under the project and have been procured by PMU and PIU.

These will be reviewed selectively by visiting Bank's Supervision Mission or by consultants appointed by the Bank. Copies of agreements of the contracts subject to post review (disbursement claimed as per statements of expenditure (SOEs)) are not forwarded to the Bank.

This includes review of files and documents relating to the procurement of goods, works, non-consulting services and consulting services and shall cover the final contract along with appendices and copy of evaluation note/ award recommendations and all documentation, which should be submitted at the time of Post review along with the check list.

Procurement Post Review through Internal Audit: The internal audit TOR shall include procurement review which shall be 10% of the contracts entered during a Financial Year by the Community.

7.5 Frequency of Post Reviews

In addition to Bank's review during missions, post review are conducted annually or as may be required by Bank team or Consultants appointed by World Bank. In such reviews all project implementing agencies shall provide complete cooperation in timely completion of the reviews. PMU shall ensure that all information is made available promptly.

7.6 Policy for Retaining Documents for Procurement Post Reviews and Audits

The PMU/PIUs shall retain all documentation with respect to each contract during Project implementation until two years after the closing date of the Financing Agreement. This documentation would include, but not be limited to: (i) the signed original of each contract and all subsequent amendments or addenda; (ii) original bids/ proposals, all documents and correspondence related to the selection of and implementation of the contract, including those in support of the evaluation of the bids/ proposals (including individual score sheets), and the recommendation for award made to the Bank; and (iii) payment invoices or certificates as well as the certificates for the inspection, delivery, completion and acceptance of goods, works, and non-consulting services. For goods & works contracts awarded on the basis of direct contracting, the documentation shall include the justification for using the method, the technical and financial capacity of the firm, and the signed original of the contract. For consultancy contracts awarded on the basis of a DS method, the documentation shall include the justification for using the method, the qualifications and experience of the selected consultant, and the signed original of the contract. The PMU/PIUs shall furnish such documentation to the Bank upon request for examination by the Bank or by its consultants/ auditors.

7.7 Change from Post Review to Prior Review

- (a) A contract whose cost estimate was below the Bank's prior review threshold indicated in the Procurement Plan shall fall under prior review rather than post review if the contract value exceeds such threshold. All related procurement documentation already processed, including the evaluation report and recommendation for award, shall be submitted to the Bank for its prior review and no objection before award of the contract.
- (b) When, to the contrary, the financial offer of the selected firm falls below the prior review threshold, the prior review process shall continue.
- (c) Under certain circumstances, the Bank may require the Borrower to follow a prior review process for a contract which falls below the prior review threshold set in the Procurement Plan, for example in the case of a complaint that the Bank has determined to be of a serious nature. Also, when the selection method requires change due to higher or lower cost estimates than previously assessed, the procurement plan shall be modified by the Borrower and submitted to the Bank for review and no objection.

7.8 Publication of Awards of Contracts

- (a) The PMU/PIUs shall publish information *online* for all contracts when the short list included any foreign firm and all direct selection contracts awarded to foreign firms,
- (b) The PMU/ PIUs shall publish on their respective Websites and POCRA Website all contracts where the short list comprises only State firms and all direct selection contracts awarded to State firms or for all contracts under RFB, including those awarded under Framework Agreements and under Force Account, and small value direct contracts. Such publication shall be within two weeks after receiving the Bank's no objection for award of the contract in case of Prior Review and within two weeks of successful negotiations for consultancies/ award decisions for goods & works in case of post review. In case of consultancy contracts, Publications shall include the following information as relevant and applicable for each method: (a) the names of all consultants in the short list, specifying those that submitted proposals; (b) the overall technical scores and scores assigned for each criterion and sub-criterion to each consultant; (c) the prices offered by each consultant as read out and as they have been evaluated; (d) the final combined scores and the final ranking of the consultants; and (e) the name of the successful consultant and the total price, duration, and summary scope of the contract. The same information shall be sent to all consultants who have submitted proposals. In case of goods & work contracts, Publications shall include the bid and lot numbers and the following information, as relevant and applicable for each method: (a) the name of each bidder which submitted a bid; (b) bid prices as read out at bid opening; (c) evaluated prices of each bid that was evaluated; (d) the names of bidders whose bids were either rejected as non-responsive or not meeting qualification criteria, or not evaluated, with the reasons thereof; and (e) the name of the winning bidder, the final total contract price, as well as the duration and summary scope of the contract. The Bank will arrange the publication of the award of contracts under prior review on its external web-site upon receipt of a conformed copy of the signed contract.

7.9 Due Diligence concerning Bank's Sanctions Policies and Procedures

- (a) When conducting the evaluation of proposals, the PMU/ PIUs shall check the eligibility of bidders/ consultants from the lists of firms and individuals debarred and suspended, pursuant to Fraud & Corruptions related Procurement Regulations, by the Bank that are posted on the Bank's external website.
- (b) The Borrower shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a firm or individual which has been sanctioned by the Bank after such contract was signed. The PMU/PIUs shall neither sign any new contracts nor sign an amendment, including any extension of time for completion, to an

on-going contract with a suspended or debarred firm or individual after the effective date of the suspension or debarment without the Bank's prior review and no objection.

- (c) The Bank will only finance additional expenditures if they were incurred before the completion date of the original contract or the completion date as revised: (i) for prior review contracts, in an amendment to which the Bank has given its no objection; and (ii) for post review contracts, in an amendment signed before the effective date of suspension or debarment. The Bank will not finance any new contract, or any amendment or addendum introducing a material modification to any existing contract that was signed with a suspended or debarred firm or individual on or after the effective date of suspension or debarment.

Annex 1 Dos and Don'ts for RFQ

Do's
Use this method for procurements valuing USD 100,000, off-the-shelf available goods or standard specifications equipment
Maintain a list of potential suppliers and actively scan the market for recent make, model, and technology, and approx. price, support details etc.,;
Use RFQ based on the Model Document issued / format agreed by the World Bank.
RFQ should be addressed to all potential providers
Allow sufficient time to the potential bidders to submit their quotation
The price quoted should be in INR when solicited quotations from the domestic firms only
Examine Fax, Phone, signatories pattern and Addresses on all quotations to avoid possible collusion
Use DGS&D rate contracts, wherever applicable; Use GEM wherever feasible;
Keep tender box for submission of bids at a convenient place without any obstruction. Wherever quotation box could not be placed then name of official collecting the quotation of bidders, should be clearly mentioned in the RFQ
The quotations should be strictly opened after the submission on the specified date and time in the RFQ. The time gap between submission & opening should be 15-30 minutes.
Evaluate quotations after adding all costs/prices to the final destination as per details given in RFQ excluding applicable taxes (GST) for Goods
Maintain registers containing names of bidders whom RFQ issued, solicitation register, acknowledgements, opening register, purchase files and post contract files
In case brand name is necessary than select 3-4 equivalent brands, or add the word "equivalent".
Justification for rejecting the lowest priced quotation should be clearly recorded
The most advantageous bidder should be selected strictly as per details given in RFQ
Don'ts for RFQ
Cross threshold limit of USD 100,000 (Or as stipulated in the Project Documents)
Split large procurement into smaller one just to allow shopping
Use shopping in complex technical items requiring substantial documentation
Issue RFQ to "Sister Concerns"
Use two or three envelop system
Use state rate contract or MOU
Entertain unsigned quotations

Enter into negotiation
Give counter offer
Award the contract after expiry of the validity
Procure on less than 3 quotations.
Use single brand name in the RFQ.
Get quotes as per sample
Reject the lowest technically suitable bid, on the basis superior specification than asked for in RFQ
Pay cash to firms

Shopping should not be used as an expedient to by-pass more competitive methods or fraction large procurement into smaller ones solely to allow the use of Shopping. Requests should be addressed to more than three firms that are reputable, well established and are suppliers of the goods or services being purchased, as part of their normal business (after verifying whether those being invited will make an offer or not) to ensure at least three quotations are received; In case unsolicited quotation are received, they may be accepted after carrying out a similar due diligence exercise to verify the nature and reputation of firm. If the Purchaser has not received at least three quotations within the time set, it should verify with the suppliers who have not submitted quotation, whether they intend to do so and how soon. The submission may be extended accordingly. Purchaser may exercise discretion in selecting a quotation based on the most advantageous bid which technical responsive based on the prescribed parameters and commercial parameters like of delivery schedule, payment terms etc. In such cases, such requirements should be indicated in the request for quote as well as in the evaluation note.

Annex 2 Preparation of TOR

General

- (a) It is an important part of the REOI &RFP. It is required for understanding the assignment and its correct execution. It reduces the risk of unnecessary extra work, and additional expenditure for us. It helps reduce the risk of ambiguities during the preparation of the consultant proposals, contract negotiations and execution of the services.
- (b) TOR shall be prepared by experts or by a firm specialized in the area of the assignment. The scope of the services described in the TOR shall be compatible with the available budget. TOR shall define clearly the objectives, goals, and scope of the assignment and provide background information (including a list of existing relevant studies and basic data) to facilitate the consultants' preparation of their proposals. If transfer of knowledge or training is an objective, it should be specifically outlined along with details of number of staff to be trained, and so forth, to enable consultants to estimate the required resources. TOR shall list the services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys etc.).

The following considerations should guide preparation of the TOR;

- TOR should contain sufficient background information on the project to enable consultants to present responsive proposals.
- The scope of work in particular should be consistent with the available budget.
- TOR should take into account the organization of the Client and its level of technical expertise and institutional strength

Contents of TOR

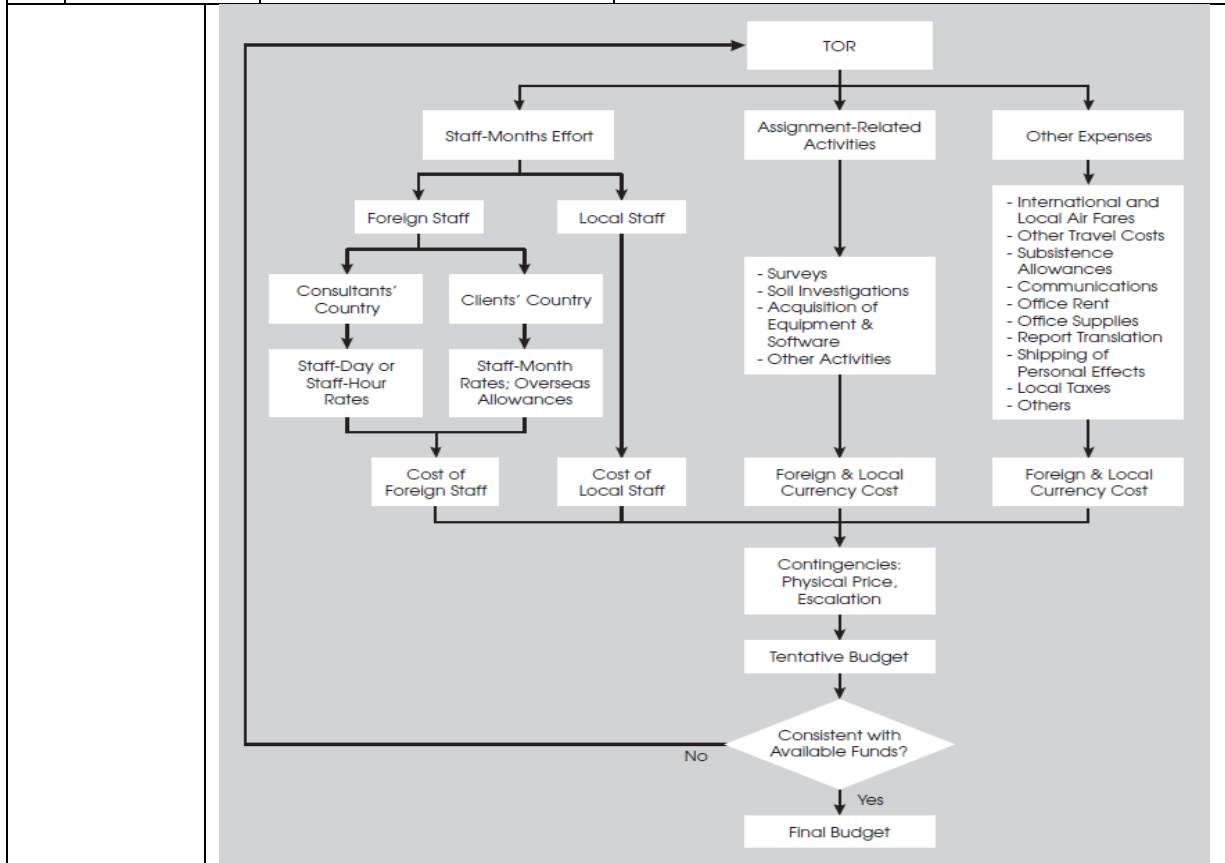
TOR should contain sufficient information about the assignment and the project to enable invited consultants to prepare responsive proposals. Generally TOR includes the following:

Table 8: Broad Contents of Terms of References

No		Broad Contents of ToR	Typically, may include details on
i)		Background information on the project and the assignment	<ul style="list-style-type: none"> • name of the Project Authorities; • project location; • rationale of the project; • project history (works done so far and by whom); • list of relevant studies and basic data; • need for consultants in the project; • issues to be resolved; • activities to be carried out by the consultants; • source of financing for the assignment; and • Supervision arrangements.
ii)		Precise statement of the objectives of assignment	<ul style="list-style-type: none"> • preparation of development programs; • determination of project feasibility before an investment is made; • design of projects;

No		Broad Contents of ToR	Typically, may include details on
			<ul style="list-style-type: none"> • preparation of bidding documents; • supervision of works; • provision of training; • collection and analysis of data; and • Evaluation of Project Authorities assets for sale, such as in privatization projects.
iii)		An outline of the tasks to be carried out (Scope of services) including transfer of knowledge, if any.	<ul style="list-style-type: none"> • The scope of services should be consistent with the staff-month estimate or the estimated cost of the services. • definition, scope, limits, and criteria of acceptance of the assignment; • desired level of detail (level of design, accuracy, composition of cost estimates, and so forth); • span of projections (time horizon, life span of project components, and so forth); • necessary comparison of the assignment with similar projects; • main issues to be addressed; • alternatives to be considered; • necessary surveys, special analyses, and models; • special equipment requirements; • institutional and legal framework of the project; • transfer of knowledge, objectives, and scope; • language requirements; • units of measurement to be used; • need for continuity, such as data gathering; • quality management requirements (if needed); • If applicable, types of training services; training approaches and methods and tools.
iv)		Schedule for completion of tasks	<ul style="list-style-type: none"> • The completion schedule to be consistent with payment terms and consultancy period.
v)		Description of key professionals whose CVs would be evaluated	<ul style="list-style-type: none"> • The list of key professionals whose CVs would be evaluated along with the required qualifications and experience for each key professional.
vi)		Outputs and	<ul style="list-style-type: none"> • Inception Report

No		Broad Contents of ToR	Typically, may include details on
		Deliverables (List of reports, schedule of deliveries, period of performance etc.)	<ul style="list-style-type: none"> • Progress Reports • Interim Reports • Technical Design & Drawings • Data Sets • Final Report • Number of copies of reports • Schedule of deliveries of outputs
vii)		Data, services, personnel, and facilities to be provided by the Client	<ul style="list-style-type: none"> • Facilities may include office space, vehicles, survey equipment, office and computer equipment, and telecommunication systems. • Personnel may include Counterpart Staff
vii)		Composition of review committee to monitor consultants' work.	Institutional setup, Roles and responsibilities, Hierarchy and Authorities of Client's Personnel
viii)		Procedure for review of progress reports, inception, status, final draft and final reports	Review Timeline



Annex 3: Invitation for Quotations for Supply of Goods Under Shopping Procedures

To

Dear Sirs,

Sub: INVITATION FOR QUOTATIONS FOR SUPPLY OF

1. You are invited to submit your most competitive quotation for the following goods: -

Brief Description of the Goods	Specifications*	Quantity	Delivery Period	Place of Delivery	Installation Requirement if any
-----------------------------------	-----------------	----------	--------------------	-------------------------	--

* *Where ISI certification marked goods are available in market, procurement should generally be limited to goods with those or equivalent marking only.*

2. Government of India has received a financing from the World Bank towards the cost of the _____ Project and intends to apply part of the proceeds of this financing to eligible payments under the contract for which this invitation for quotations is issued.

3. **Bid Price**

- a) The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) All duties, taxes and other levies payable on the raw materials and components shall be included in the total price.
- c) Sales tax in connection with the sale shall be shown separately.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- e) The Prices shall be quoted in Indian Rupees only.

4. Each bidder shall submit only one quotation. Bidder shall not contact other Bidders in matters relating to this Quotation.

5. **Validity of Quotation**

Quotation shall remain valid for a period not less than 15 days after the deadline date specified for submission.

6. **Evaluation of Quotations**

The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) Are properly signed; and
- (b) Conform to the terms and conditions, and specifications.

The Quotations would be evaluated for all the item together/would be evaluated separately for each item.

[Select one of the options].

Sales tax in connection with sale of goods shall not be taken into account in evaluation.

7. **Award of contract**

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

7.1 Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

7.2 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached).

8. Payment shall be made immediately after delivery of the goods.

9. Normal commercial warranty/ guarantee shall be applicable to the supplied goods.

10. You are requested to provide your offer latest byhours on(date).

11. We look forward to receiving your quotations and thank you for your interest in this project.

(Purchaser)

Name:

Address:

Tel. No.

FORMAT OF QUOTATION *

Sl. No.	Description Goods	Specifications	Qty.	Unit	Quoted Unit Rate in Rs.	Total Amount	
						In Figures	In Words
	TOTAL						
	Sales Tax						

Gross Total Cost: Rs.

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs.(amount in figures) (Rs. amount in words) within the period specified in the Invitation for Quotations.

We also confirm that the normal commercial warrantee/guarantee of months shall apply to the offered goods.

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

Signature of Supplier

* *Applicable while the bids are being invited for more than one item and would be evaluated for all the items together. Modify where evaluation would be made for each item separately.*

ATTACHMENT

OFFICE OF
.....

SUPPLY ORDER

To:

M/s
.....
.....
.....
.....

Dear Sirs,

Sub: Supply of
.....

Ref Your quotation no..... dated

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

SL.No	Brief description of goods/ equipment	Specifications	Quantity to be supplied	Unit Rate (Rs.)	Total Price (Rs.)
-------	---------------------------------------	----------------	-------------------------	-----------------	-------------------

SL.No	Brief description of goods/ equipment	Specifications	Quantity to be supplied	Unit Rate (Rs.)	Total Price (Rs.)
1					
2					
3					
4					
5					
			Total		

Vat/Sales Tax will be extra

2. Delivery Period:days from the date of issue of this supply order.
3. Place of delivery
4. Consignee Address:
5. Vat/Sales tax if any will be paid at actual prevailing on the date of supply.
6. Standard Manufactures Commercial Warranty/Guarantee shall be..... months from the date of delivery and acceptance.
7. Payment shall be made within 15 days of delivery; and acceptance of the goods/equipment.
8. Other terms and conditions are as under:

(Purchaser)

Date:

Place:

Name:

Designation:.....

Modified as appropriate for individual cases

Annex 4 Invitation for Quotations for Construction of Civil Works Under Shopping Procedures

To

Dear Sirs,

Sub : INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF

1. You are invited to submit your most competitive quotation for the following works:-

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
-----------------------------------	-------------------------------------	-------------------------

2. Government of India has received a credit from the International Development Association (IDA) in various currencies equivalent to US\$ _____ towards the cost of the _____ Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

3⁵. The _____ Project in _____ state is being implemented by _____, which is an autonomous society registered under the Societies Registration Act.

4. To assist you in the preparation of your quotation, we are enclosing the following:

- i. Layout Drawings of the works;
- ii. Structural Details;
- iii. Detailed Bill of Quantities, with estimated rates and prices;
- iv. Technical Specifications;
- v. Instructions to Bidders (in two sections).
- vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

5. You are requested to provide your offer latest by hrs. on

⁵ Delete if inapplicable

6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at _____ AM/PM on _____ in the office of _____.

7. We look forward to receiving your quotations and thank you for your interest in this project.

(Employer)

Name: _____

Address: _____

Tel. No: _____

Fax No. _____

Instructions to Bidders

SECTION - A

1. Scope of Works

The _____ (Employer) invites quotations for the construction of works as detailed in the table given below

brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
-----------------------------------	-------------------------------------	----------------------

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. **Qualification of the bidder:** The bidder shall provide qualification information which shall include:-

- (a) Total monetary value of construction works performed for each year of the last 3 years:
- (b) Report on his financial standing; and
- (c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

3. To qualify for award of the contract the bidder:-

- (a) Should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 500,000 in the last three years;
- (b) Should possess valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);
- (c) Should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

4. Bid Price

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

5. Submission of Quotations

5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

5.2 Each bidder shall submit only one quotation.

5.3 The quotation submitted by the bidder shall comprise the following:-

- (a) Quotation in the format given in Section B.
- (b) Signed Bill of Quantities; and
- (c) Qualification information form given in Section B duly completed.

5.4 The bidder shall seal the quotation in an envelope addressed to the (Purchaser). The envelope will also bear the following identification:-

- Quotation for _____ (Name of the Contract)
- Do not open before _____ (time and date of quotation opening).

5.5 Quotations must be received in the office of the (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

5.6 Any quotation received by the, (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. **Opening of Quotations** Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

8. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) Meet the qualification criteria specified in clause 3 above;
- (b) Are properly signed; and
- (c) Conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the (Employer) the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

12. Period of Maintenance:

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

13. Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

.....

SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format of Letter of Acceptance.**

QUALIFICATION INFORMATION**1 For Individual Bidders****1.1** Principal place of business:

Power of attorney of signatory of Quotation.

[Attach copy]

1.2 Total value of Civil Engineering 19____ _____
 construction work performed in the last 19____ _____
 three years (in Rs. Lakhs) 19____ _____

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

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs. Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and work completed</u>

Existing commitments and on-going works:

Descripti on of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulate d period of completi on	Value of works* remaining to be completed (Rs. Lakhs)	Anticipat ed date of completi on
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Engineer concerned.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub- contract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
	*	*	*
	*	*	*
*	*	*	*
	*	*	*
*	*	*	*

1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

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

Other party(ies)	Employee	Cause dispute	of	Amount involved	Remarks showing present status

QUOTATION

*

Description of the Works :

To:

Subject : Construction of
.....

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at percentage above / below the estimated rates, i.e., for a total Contract Price of -

Rs.** _____ [in figures]

Rs. _____ [in words].

This quotation and your written acceptance of it 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 certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

* To be filled in by the Employer before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE EMPLOYER)

Dated : _____

To : _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your Quotation dated _____ for execution of _____ the _____ for the contract price of Rupees _____ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of(Employer) shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the _____

Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

Authorized Signature
Name and title of Signatory

**Draft Agreement form for
Construction through National Shopping**

ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on _____ day _____ month _____ 199 ____, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. ____ as reflected in Annexure - 1.

3.1 Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner :-

On signing of agreement	:	25% of total cost
On reaching plinth level (first stage)	:	25% of the total cost
On reaching lintel level (second stage)	:	25% of the total cost
On reaching roof level (third stage)	:	15% of the total cost
Plastering and completion of whole work (fourth stage)	:	10% of the total cost

(The above has been drafted for construction of school buildings; modify this suitably for other works)

3.2 Payments at each stage will be made by the first party :

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and
- (c) upon proper and justified utilization of at least 50 % of the previous instalment and 100 % of any prior instalment.

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in _____ (months/weeks/days) from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

- 6.** If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period :
- a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.

- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
7. Any wilful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. * _____ per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.

(Note : The amount of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).

8. Duties and responsibilities of the first party

- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site 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.

- 8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall :

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) 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.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

10. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of 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 Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Engineer 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 Engineer;

(d) the Contractor does not maintain a security which is required;

(e) If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the 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 Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer 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 Contract is terminated at the Employer's convenience, the Engineer 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 and 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

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.

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 Superintending Engineer, PWD to be appointed by the first party. 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. Inspections and Auditing

The Contractor shall permit, and shall cause its Sub-Contractors to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Quotation and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

BILL OF QUANTITIES

Sl.No.	Description of Work	Qty.	Unit	Estimated Cost		Amount
				In figure (Rs.)	In Words	

Gross Total Cost : Rs.

We agree to execute the works in accordance with the approved drawings and technical specifications at percentage above/below the estimated rates, i.e., for a total contract price of Rs.(amount in figures) (Rs. amount in words).

Signature of Contractor

Format of certificate

Certified that the works upto ----- level in respect of construction of ----- at ----- have been executed in accordance with the approved drawing and technical specifications.

Signature

Name & Designation
(Official address)

Place :

Date :

Office seal

Annex 5: Labour Agreement

Contractor -----

VCRMC -----

We willingly writing this agreement that,

The agreement is for the work.....

The party is bound to supply the labourers required for completion of the work as follows.

Type of work	Duration	Manpower	Amount that will be paid for the work done
		Total Amount	

The VCRMC ----- will be bound to bay the amount finalized for the work done.

The terms and conditions are as mentioned below:

Signature:

Signature:

Date:

Date:

Place:

Place:

Labourers leader

VWSC

WITNESS

WITNESS

1)

1)

2)

2)

Terms and Conditions:

1. The agreement should be completed in the specified duration.

Annex 6: Material Inspection Report

	<i>1.1.1.1.1.1.1</i>	
	<i>1.1.1.1.1.1.2</i>	
Report No.:		Date: / /
P.O. No.....		Name of supplier:
Goods Receipts Note. No.:		

Sr. No	Description	Code No.	Quantity Received	Quantity Accepted	Quantity Rejected	Reasons for Rejections
1						
2						
3						
4						
5						

Inspected by

Annex 7: Procurement plan - Community

1	2	3	4	5	6	7	8	9	10
Description of Activity	As per approved watershed plan Yes/No	Estimated cost	Method of procurement RFQ/DC	Number of quotation received	Date of contract	Actual contract value	Date of contract completion	Actual date of completion	Payment status