



# MEGHALAYA BASIN DEVELOPMENT AUTHORITY

(MBDA)

Office of the State Project Management Unit, MegARISE,  
RDL Building, Springside, Lumsophoh, Nongthymmai,  
Shillong, Meghalaya – 793014.



Website: <https://megarise.in>

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## MEGHALAYA BASIN DEVELOPMENT AUTHORITY

(MBDA)

### Protection of Vulnerable Catchment Areas in Meghalaya (MegARISE)

Financed under

German Financial Cooperation with India

BMZ-Nos. 2015 67 643(Loan) and 2015 67 650 (Grant)

### REQUEST FOR QUOTATION

for

**Procurement of Portable water testers for Environment under  
MegARISE**

RfQ No.: MBDA/MegARISE/2024-25/G-6/

**Procurement No: G6**

Date of Issue: 10<sup>th</sup> December 2024

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## Section I: Letter of Invitation

### Procurement of Portable water testers for Environment under MegARISE

RFQ No.: MBDA/MegARISE/2024-25/G-6/

Date: 10<sup>th</sup> December 2024

Dear Sir/Madam,

1. The Government of Meghalaya hereinafter called “Meghalaya Basin Development Authority (MBDA)”, has received financing from KfW towards the cost of the “Protection of Vulnerable Catchment Areas in Meghalaya” Project, hereinafter called “MegARISE”, and intends to apply part of the proceeds towards eligible payments under the contract for which this Request for Quotation (RfQ) is issued.
2. Meghalaya Basin Development Authority (MBDA) now invites sealed price quotations from eligible suppliers (refer to Section III. Clause No. 3 for eligibility criteria) for the supply and delivery of the following items mentioned in the table below:

**Table 1:**

Sl. No	Brief Description of the Goods	Quantity (Nos)	Delivery Period	Delivery Address
I	Portable Water Testers	5	Within 30 days of the Purchase Order issued	Meghalaya Basin Development Authority (MBDA) Procurement Division, RDL Building, 3rd Floor, Springside Opposite HP Office Lumsophoh, Nongthymmai - 793014

3. Quotations must be in a sealed envelope for both price and technical offer, clearly marked with the inscription:

**“Procurement of Portable water testers for Environment under MegARISE “**  
**RFQ No.: MBDA/MegARISE/2024-25/G-6/**

**Addressed to:**

**Meghalaya Basin Development Authority (MBDA)**

**Procurement Division**  
**RDL Building, 3rd Floor,**  
**Springside Opposite HP Office**  
**Lumsophoh, Nongthymmai - 793014**

4. The deadline for receipt of your sealed quotation is **02<sup>nd</sup> January 2025 by 1500 Hrs. (IST)**. Quotations will be opened on **02<sup>nd</sup> January 2025 at 1530 Hrs.** All late submissions will be rejected outright.
5. All bids must be accompanied by the following documents. Offers with incomplete documents will be rejected:
  - a) Declaration of Undertaking (Section V)
  - b) Form of Quotation (Section VI)

- c) List of Goods and Price Schedule (Section VIII)
  - d) Schedule of Technical Specifications of Goods Offered (Section IX)
  - e) A copy of company's business registration/trading license
  - f) GST Registration Certificate
  - g) Copies of Past Contract/Supply orders/completion certificate for the last 5 years
6. Tenderers are required to complete the quotation Form and Price Schedule on their company's letter head in the formats provided in Section VI and VIII of the bid documents.
  7. Quotation shall be fixed and presented in Indian Rupees. Price Quotations shall indicate any discount separately. The financial evaluation will be based on the price quotation per item. The final financial evaluation will consider the economically most advantageous offer for all items.
  - 8. Price quotations will indicate all applicable taxes separately.**
  9. Tenders shall be valid for **sixty (60) days** from the date of tender submission.
  10. Tenderers are requested to bid for any of the items.
  11. The items shall be delivered to the Recipient within **30 days** from the date of Contract Signature.
  12. 100% payment of the contract price will be paid within thirty (30) days after full delivery of all the items and accepted by the Purchaser and the Recipient.
  13. A Tender Security or Insurance bond is not required.
  14. When preparing their quotations, tenderers shall be guided by the Instructions and Conditions of supply in Section III.
  15. Requests for clarifications shall be submitted within five (5) days after the date of Issuing of the Invitation of Quotation to the address: [kfwmbdaprocurement@gmail.com](mailto:kfwmbdaprocurement@gmail.com)
  16. We look forward to receiving your quotation and thank you for your interest in the project.

Yours sincerely

*Sd/-*

**Additional Project Director  
MegARISE, MBDA**

## Section II: Pre-selected Firms

Not Applicable

## Section III: Instructions to Bidders

### Procurement of Portable water testers for Environment under MegARISE

RFQ No.: MBDA/MegARISE/2024-25/G-6/

<b>1. Rules of the procurement</b>	<p>The rules of this procurement and the selection of the firm for the supply of the goods will be made in accordance with the KfW "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".</p> <p>The latest version of these KfW Guidelines can be downloaded from KfW's website under: <a href="https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf">https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf</a>.</p>
<b>2. Context of the requirement</b>	<b>Procurement of Portable water testers for Environment under MegARISE</b>
<b>3. Eligibility criteria to participate in public procurement</b>	<p>The suppliers established in India shall :</p> <ul style="list-style-type: none"><li>a.) be in conformity with the provisions of the law and</li><li>b.) have fulfilled their obligations with regard to the payment of duties and taxes and</li><li>c.) are generally eligible as per KfW Eligibility Criteria (Section IV).</li><li>d.) have no conflict of interest as per article 1.3.3 of KfW's Procurement Guidelines. In particular</li><li>e.) not being owned or controlled by the purchaser;</li><li>f.) not having business or family relationship with Purchaser's staff involved in the procurement process or the supervision of the resulting contract;</li><li>g.) not being associated with the firm that prepared the design, and specifications of the contract that is subject of this procurement;</li><li>h.) not having the same legal representative as another bidder.</li><li>i.) shall observe the highest standard of ethics and respect social as well environmental standards during the procurement process and contract implementation as set forth in Section IV a - KfW Policy Sanctionable Practice - Social and Environmental Responsibility. KfW will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.</li></ul>

	<p>j.) Experience in Suppling of Similar Assignment/ product at least three contracts within the last five years, as of the submission deadline for the quotation</p> <p>With regards to the supply and delivery kindly note the following:</p> <p>k.) All the Goods and Related Services to be supplied under the contract and financed by KfW shall have their origin in any country in accordance with Section IV - KfW Eligibility Criteria</p>
<b>4. Pre-selected firms</b>	N/A
<b>5. Clarifications</b>	Requests for clarifications shall be submitted within five (5) working days after the date of issuing of this RFQ to <a href="mailto:kfwmbdaprocurement@gmail.com">kfwmbdaprocurement@gmail.com</a>
<b>6. Submission of quotation</b>	<p>Quotations shall be submitted in 1 original quotation enclosed in a sealed envelope, clearly marked with the inscription:</p> <p><b>“Procurement of Portable water testers for Environment under MegARISE”</b></p> <p><b>RfQ No: MBDA/MegARISE/2024-25/G-6/</b></p> <p>and must be sent or delivered to the address:</p> <p><b>Meghalaya Basin Development Authority (MBDA)</b>  <b>Procurement Division</b>  <b>RDL Building, 3rd Floor,</b>  <b>Springside Opposite HP Office</b>  <b>Lumsophoh, Nongthymmai - 793014</b></p>
<b>7. Submission deadline for the quotation</b>	<p><b>Date: No later than 02<sup>nd</sup> January 2025 by 1500 Hrs</b></p> <p>Any quotations received after the deadline prescribed in this section will be rejected and returned unopened to the bidder.</p>
<b>8. Opening of quotations</b>	<p>The opening will be held on <b>02<sup>nd</sup> January 2025 at 1530 Hrs.</b></p> <p>at Meghalaya Basin Development Authority (MBDA), Procurement Division, RDL Building, 3rd Floor, Springside Opposite HP Office, Lumsophoh, Nongthymmai - 793014, office in the presence of the Bid Evaluation Committee and the bidders’ representatives who prefer to attend.</p>
<b>9. Period of validity of quotation</b>	60 Days (starting from submission date)

<p><b>10. Documents comprising the quotation</b></p>	<p><b>Each bidder shall submit only one quotation.</b></p> <p>Quotations submitted by the bidders shall comprise the following documents:</p> <ul style="list-style-type: none"> <li>a.) Declaration of Undertaking (Section V)</li> <li>b.) Form of Quotation (Section VI)</li> <li>c.) List of Goods and Price Schedule (Section VIII)</li> <li>d.) Schedule of Technical Specifications of Goods Offered (Section IX)</li> <li>e.) Company's Business registration/trading license</li> <li>f.) GST Registration Certificate</li> <li>g.) Copies of past contract/supply orders/completion certificate for the last 5 years</li> </ul> <p><b>Incomplete offers will be rejected.</b></p>
<p><b>11. Brief description of the required goods</b> <b>(Technical details in Section IX)</b></p>	<p>As per <b>Table 1</b></p>
<p><b>12. Language of bid</b></p>	<p>The bid prepared by the Bidder, and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language.</p>
<p><b>13. Currency of quotation</b></p>	<p><input checked="" type="checkbox"/> Indian Rupee (INR) ₹</p>
<p><b>14. Bid prices</b></p>	<ul style="list-style-type: none"> <li>• The Bidder shall indicate, on the appropriate Price Schedule attached to these documents (Section VIII), the total Bid Price quoted CIP (Carriage and Insurance Paid To) for goods, transport and insurance to the named place of destination (specified in No. 23), excluding the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the goods already imported.</li> <li>• The prices indicated in the quotation are fixed and not subject to any adjustment during the period of validity.</li> <li>• In case of any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected.</li> </ul>
<p><b>15. Taxes on price quotation</b></p>	<p>Quotation must be <b>exclusive</b> of any Taxes.</p> <p>Applicable taxes shall be quoted separately.</p> <p>Expenditure Claims under the Project will be exclusive of taxes and will be borne by the MBDA.</p>
<p><b>16. Partial quotations</b></p>	<p><input checked="" type="checkbox"/> Not permitted (quotations must include all items in this RFQ)</p> <p><input type="checkbox"/> Permitted (quotations can exclude some items in this RFQ)</p>
<p><b>17. Clarification of quotations</b></p>	<p>The Purchaser may, at its discretion, ask any Bidder for a clarification of its quotation, if necessary.</p>



<b>18. Correction of arithmetical errors</b>	<p>Provided that the quotation is substantially responsive, the Purchaser shall correct arithmetical errors on the basis that the respective unit price and amount expressed in words shall prevail.</p>
<b>19. Evaluation criteria</b>	<ul style="list-style-type: none"> <li>• A quotation is considered substantially responsive if it meets the requirements listed in No. 10 without material deviation, reservation, or omission. Non-responsive offers will be rejected.</li> <li>• The <u>technical evaluation</u> shall be carried out by an evaluation of compliance to confirm that all requirements of Section IX: Technical Specifications have been met without any material deviation or reservation, or omission.</li> <li>• The <u>financial evaluation</u> will be a lowest price evaluation of the total price of the offer (corrected as necessary) after the evaluation of the technical compliance of the bids.</li> <li>• The financial evaluation will be evaluated on the net prices without the GST rate.</li> </ul>
<b>20. Award of contract</b>	<ul style="list-style-type: none"> <li>• The Purchaser will award the Contract to the successful Bidder whose bid has been determined to be administratively and technical compliant and has been determined as the lowest evaluated bid.</li> </ul>
<b>21. Notification of award</b>	<ul style="list-style-type: none"> <li>• Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.</li> <li>• Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</li> </ul>
<b>22. Signing contract</b>	<ul style="list-style-type: none"> <li>• At the time as the Purchaser notifies the successful Bidder that his bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in this RFQ Document, incorporating all agreements between the parties.</li> <li>• Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser. The contract will become effective only upon return of the signed Contract Agreement.</li> </ul>
<b>23. Recipient and delivery location of goods</b>	<p>Recipient of goods:  <b>Address:</b> Meghalaya Basin Development (MBDA)  <b>Procurement Division</b>  <b>RDL Building, 3rd Floor,</b>  <b>Springside Opposite HP Office</b>  <b>Lumsophoh, Nongthymmai - 793014</b>  <b>Email:</b> <a href="mailto:kfwmbdaprocurement@gmail.com">kfwmbdaprocurement@gmail.com</a></p>

## **Section IV: Eligibility Criteria**

### **Eligibility in KfW-Financed Procurement**

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
  - 2.1. are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
  - 2.2. have been
    - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
    - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
  - 2.3. have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.4. have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
  - 2.5. are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
  - 2.6. have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass

on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

## Section IV a - KfW Policy - Sanctionable Practice - Social and Environmental Responsibility

### 1) Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract, and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

<b>Coercive Practice</b>	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
<b>Collusive Practice</b>	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
<b>Corrupt Practice</b>	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
<b>Fraudulent Practice</b>	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
<b>Obstructive Practice</b>	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent

Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

**Sanctionable Practice** Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

## **2) Social and Environmental Responsibility**

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation<sup>1</sup> (ILO) and international environmental treaties and;
- b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

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<sup>1</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

## Section V: Declaration of Undertaking

### Declaration of Undertaking

Reference name of the Application/Offer/Contract:

("Contract")

To:

("Project Executing Agency")

1. We recognize and accept that KfW only finances projects of the Project Executing Agency ("PEA") subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
  - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganization or being in any analogous situation;
  - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction);
  - 2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);
  - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website

- <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or
- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
    - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
    - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
    - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
    - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
    - 3.5) in the case of procurement of Works, Plant or Goods:
      - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
      - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
  4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
  6. In the context of the Tender Process and performance of the corresponding Contract:
    - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
    - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
    - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation

measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

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

Signature:

Dated:



**DECLARATION OF TAX CONFORMITY - BINDING CONFIRMATION FOR LEGAL PERSONS**

**Name of company**

I hereby confirm with my signature that:

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

.....  
(Place)

.....  
(Date)  
(Name of the Authorised person)

.....  
(Signature(s))

**Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

1. I make this declaration in my name/on my own account;
2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
3. I am not currently involved in tax law court proceedings, nor have I been in the past;
4. I will duly pay taxes that may arise from the provision of contracted services;
5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....

(Place)

.....

.....

(Date)

(Name of the person)

.....

(Signature)

## Section VI: Form of Quotation

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

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

To: **Meghalaya Basin Development Authority (MBDA)**

**Ref.: Procurement of Portable Water Testers for Environment under MegARISE**

**RFQ No.: MBDA/MegARISE/2024-25/G-6/**

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

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

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

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in the Section III Clause No. 3

The validity period of our quotation is: \_\_\_\_\_ days.

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

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

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

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

## Section VII: Schedule of Requirements

### 1) Supply of Goods & warranty:

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

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

### 2) Recipient of Goods:

The Recipient of Goods is:

**Meghalaya Basin Development Authority (MBDA)**

**Procurement Division**

**RDL Building, 3rd Floor, Springside Opposite HP Office**

**Lumsohphoh, Nongthymmai - 793014**

**Email: [kfwmbdaprocurement@gmail.com](mailto:kfwmbdaprocurement@gmail.com)**

### 3) Delivery and Installation

All equipment shall be forwarded to the final destination as per No. 2 under the responsibility of the Supplier within 30 days after signing of contract. The supplier is responsible for installation and instruction of the end-users pursuant to the instruction procedures of the manufacturers. The manuals have to be delivered in English and for selected items in English language as indicated in the schedule of requirements.

## Section VIII: Price Schedule of Goods

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

Name of Bidder:

Signature of Bidder

Date:

**\*Description of goods to be provided along with the warranty**

## Section IX: Schedule of Technical Specifications of Goods

Technical Specifications: Procurement of Portable Water Testers for Environment under MegARISE RfQ No. MBDA/MegARISE/2024-25/G-6/                      Date- 10 <sup>th</sup> December, 2024																												
Sl. No	Description of Item	Quantity	Specifications	Statement of Compliance (Bidder's Offered Item & Specification)																								
1	Portable Water Testers	5	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>Accuracy:</b></td> <td>Cond: ±1%</td> </tr> <tr> <td></td> <td>pH: ±0.01 pH</td> </tr> <tr> <td></td> <td>Sal: ±1%</td> </tr> <tr> <td></td> <td>TDS: ±1%</td> </tr> <tr> <td></td> <td>Temp: ±0.5 °C</td> </tr> <tr> <td><b>Backlight:</b></td> <td>Yes</td> </tr> <tr> <td><b>Battery Requirements:</b></td> <td>4, AAA</td> </tr> <tr> <td><b>IP Rating:</b></td> <td>IP67</td> </tr> <tr> <td><b>Manual Languages:</b></td> <td>English, French, German, Italian, Spanish</td> </tr> <tr> <td><b>Operating temperature range:</b></td> <td>0 - 50 °C</td> </tr> <tr> <td><b>Parameter:</b></td> <td>pH, Conductivity, TDS, Salinity, Temp</td> </tr> <tr> <td><b>Range:</b></td> <td>Cond: Auto-ranging (0.0 to 199.9 µS/cm; 200 to 1999 µS/cm; 2.00 to 19.99 mS/cm)</td> </tr> </table>	<b>Accuracy:</b>	Cond: ±1%		pH: ±0.01 pH		Sal: ±1%		TDS: ±1%		Temp: ±0.5 °C	<b>Backlight:</b>	Yes	<b>Battery Requirements:</b>	4, AAA	<b>IP Rating:</b>	IP67	<b>Manual Languages:</b>	English, French, German, Italian, Spanish	<b>Operating temperature range:</b>	0 - 50 °C	<b>Parameter:</b>	pH, Conductivity, TDS, Salinity, Temp	<b>Range:</b>	Cond: Auto-ranging (0.0 to 199.9 µS/cm; 200 to 1999 µS/cm; 2.00 to 19.99 mS/cm)	
<b>Accuracy:</b>	Cond: ±1%																											
	pH: ±0.01 pH																											
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<b>Parameter:</b>	pH, Conductivity, TDS, Salinity, Temp																											
<b>Range:</b>	Cond: Auto-ranging (0.0 to 199.9 µS/cm; 200 to 1999 µS/cm; 2.00 to 19.99 mS/cm)																											

				pH: 0.00 to 14.00	
				Sal: Auto-ranging (0.00 to 10.00 ppt; 0.00 to 1.00%)	
				TDS: Auto-ranging (0.0 to 99.9 ppm; 100 to 999 ppm; 1.00 to 10.00 ppt)	
				Temp: 0.0 to 50°C	
			<b>Resolution:</b>	Cond: 0.1 μS/cm from 0.0 to 199.9 μS/cm; 1 μS/cm from 200 to 1999 μS/cm; 0.01 mS/cm from 2.00 to 19.99 mS/cm	
				pH: 0.01 pH	
				Sal: 0.01 ppt from 0.00 to 10.00 ppt; 0.01% from 0.00 to 1%	
				TDS: 0.1 ppm from 0.0 to 99.9 ppm; 1 ppm from 100 to 999 ppm; 0.01 ppt from 0.00 to 10.00 ppt	

## **Section X: Conditions of Contract**

### **1. Definitions**

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

### **2. Technical Specification**

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

### **3. Patent Right**

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

### **4. Inspection and Tests**

- 4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to Purchaser's premises.
- 4.2 Should any inspected goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free to the Purchaser.



## **5. Packing**

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

## **6. Delivery of Goods**

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

All Goods and Related Services to be supplied under the Contract and financed by the KfW shall have their origin in accordance with Section IV (Eligibility Criteria) of the Request for Quotation.

For the purpose of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance. The term "origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **7. Insurance**

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

## **8. Warranty**

- 8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 8.2 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- 8.3 The following time limit for warranty shall apply:  
Standard Warranty: Transfer of the manufacturer's normal warranty conditions and time (usually 6 months to 2 years) on materials, tools and simple machinery to the Purchaser, and representation of the Purchaser is case of warranty claims.
- 8.4 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 8.5 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.

## **9. Payment**

- 9.1 Payment for goods supplied from within 30 days shall be made in Indian Rupees into the bank accounts of the selected supplier after the delivery, installation and commissioning of goods to the satisfaction of the Purchaser.
- 9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and by the shipping documents and, upon fulfilment of other obligations stipulated in the Contract.
- 9.3 Payment shall be made promptly by the Purchaser within thirty (30) days of submission of an invoice/claim by the Supplier.

## **10. Prices**

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

## **11. Liquidated Damages**

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

contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

- 12. Resolution of Disputes**
- 12.1 The Purchaser and Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 12.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Laws and Rules of Purchaser's Country.
- 13. Language**
- 13.1 The Governing Language of this contract shall be English.
- 14. Applicable Law**
- 14.1 The applicable law shall be the Law of Purchaser's Country.
- 16. Taxes and Duties**
- 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Meghalaya.
- 16.2 All taxes, duties, license fees and other such levies are to be listed **separately** on the invoices.
- 18. Insurance, Reimbursements, guarantee or similar claimable payments**
- 18.1 Any reimbursements guarantee or similar claimable payments and any insurance payments shall be remitted to a special account of the Recipient in the country of the Recipient, which may be drawn on only with the consent of KfW. Such funds may be re-utilized for the execution of the Project with KfW's consent.
- 19. Fraud and Corruption**
- 19.1 The Government requires that the Employer, as well as Bidders and Contractors shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.  
KfW requires the same complemented by Section IVa KfW Policy.
- 19.2 In pursuance of this requirement, the Employer shall:
- a) exclude the Bidder from participation in the procurement proceedings concerned or reject a quotation/bid for award;
  - b) if it, at any time, determines that the Bidder has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.
- 19.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Employer, it shall,

in the first place, allow the Bidder to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and the Employer related to matters of alleged fraud or corruption shall be in writing.

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

- a) **“Corrupt Practice”** means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- b) **“Fraudulent Practice”** means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
- c) **“Collusive Practice”** means a scheme or arrangement among two or more Bidders, without the knowledge of the Purchaser (prior to or after Bid submission), designed to establish Bid prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
- d) **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- e) **“Obstructive Practice”** is
  - 1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Government investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing

its knowledge of matters relevant to the investigation or from pursuing the investigation, or

2) acts intended to materially impede the exercise of the Government's inspection and audit rights.

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

**20. Inspections and Audit by the KfW**

20.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

20.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the KfW and/or persons appointed by the KfW to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the KfW if requested by the KfW.

**21. Force Majeure**

21.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**22. Termination**

**22.1 Termination for Default**

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract
  - (ii) If the Supplier fails to perform any other obligation under the Contract
  - (iii) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption.
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 21.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## 22.2 Termination for Insolvency

- a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

## Section XI: Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_2024 between Meghalaya Basin Development Authority (MBDA) (hereinafter called “the Purchaser”) of the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) of the other part:

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

### **Procurement of Portable Water Testers for Environment under MegARISE**

**RFQ No.: MBDA/MegARISE/2024-25/G-6/**

and has accepted a bid by the Supplier for the supply of those goods in the sum of \_\_\_\_\_ (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

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

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

On behalf of the Purchaser

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal: