Invitation for Price Offer for Price Quotation

Indo-German Global Academy for Agroecological Research and Learning (IGGAARL) -
BMZ Nr. 2021 01 251

RFQ Ref No: RySS/NF/IGGAARL/FE Package 2.1R

August 2025

The Rythu Sadhikara Samstha (RySS) has received financing from KfW towards the cost of establishing and operationalization of Indo-German Global Academy for Agroecological Research and Learning (IGGAARL) and intends to apply part of the proceeds toward payments under the contract(s) for Supply of Farm Equipment for the IGGAARL.

The Rythu Sadhikara Samstha (RySS) now invites a sealed Bid from qualifying bidders for Farm Equipment (Tractor Implements) for IGGAARL in Pulivendula, Kadapa District; the supplies include 'Rotary Tiller / Rotavator, Mounted Seed Drill, and Rigid Cultivator'.

Bidding will be conducted by means of the Price Quotation (Q) procedure as specified in KfW's Procurement Guidelines ("KfW Guidelines") § 2.1.4 and non-objection by the KfW[1].

This bidding document includes all details for the requested bid. The details of the bid are provided in the table below:

RFQ Reference No	**RySS/NF/IGGAARL/FE Package 2.1R**
Price Offer Document Publish Date & Time	28th August 2025 04:30 PM
Pre bid conference meeting Date /Time (online/offline)	2nd September 2025 03:30 PM
Last Date/Time for submission of Queries	4th September 2025 03 :30 PM
Bid Submission Date /Time	18th September 2025 03:30 PM
Bid Opening Date /Time	18th September 2025 04:30 PM
Issue of Qualification and Technical Bid Results Date /Time	<< Not applicable (N.A.) >>
Price Bid Opening Date /Time	<<N.A. >>
Tender Type	Price Quotation
Tender Category	Purchase (Products)
Transaction Fee Payable	Not applicable (N.A.)
Bid Processing Fee	N.A.
Bid Security (EMD)	N.A.
Price Offer (Bid) Submission	Mode: Physical Technical Bid and Price Offer to be submitted physically in sealed envelope (postal mail/ courier); after receipt of the physical offer, bidders shall keep a digital copy of the price offer and after receipt of the physical price offer they will be asked to submit the digital copy through email to: eprocurementryss@gmail.com
Bid Validity	120 days from the date of bid submission deadline
Contact e-mail id	eprocurementryss@gmail.com

[1]Overview page: https://www.kfw-entwicklungsbank.de/Service/Procurement-Regulations/
Procurement guidelines:
https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/FZ-Vergaberichtlinien-V-2021-EN.pdf

Contact Details /Telephone, Fax	0863-2940145 (for document delivery only)

NOTE:

- **Prebid Meeting Link:**

Join Zoom Meeting
https://us02web.zoom.us/j/88658200906?pwd=euMFtNlLTJyh7bv8AgiRxDpbHkcFQl.1
Meeting ID: 886 5820 0906
Passcode: 7u?E3q#T

- Queries, if any can be made through e-mail only on eprocurementryss@gmail.com on or before the date as mentioned in the above table. The queries shall be submitted through e-mail including the following details - reference to the Invitation for Price Offer, section and reference number of the invitation, and the query description. Queries received via any mode other than e-mail id mentioned above will not be entertained.
- The addendum/ corrigendum, if any shall be published by email. The Bidder shall submit the bid after issue of clarifications duly considering the changes made if any.

German Financial Cooperation with Republic of India and the State of Andhra Pradesh

Indo-German Global Academy for Agroecological Research and Learning (IGGAARL)

- hereinafter referred to as the "Project"-

BMZ Nr. 2021 01 251

RySS/NF/IGGAARL/FE Package 2.1R/2025

Request for Price Quotation/Price Offer Document

For the
Procurement of " Farm Equipment (Tractor Implements) for the IGGAARL in Pulivendula, Kadapa District, Andhra Pradesh – Package 2.1R"

Purchaser: Rythu Sadhikara Samstha (RySS)
First Floor, Sahasra Apartment Block - 2,
Opposite Hosanna Mandir,
Amaravati Road, Gorantla,
Guntur, Andhra Pradesh – 522 034
India

August 2025

Table of Contents

Section I. Invitation for Price Quotation - Instruction to Bidders (ITB) 5

Section II. Bidding Forms 8

Form 1. Bid Submission Form 9

Form 2: Declaration of Undertaking 10
Form 3: Price Schedule Form 13
Form 4: Manufacturer's Authorization 15

Supply Requirements 16

Form 5. List of Goods and Schedule of Delivery 17

Section III. Eligibility Criteria 19

Section IV. KfW Policy – Sanctionable Practice – Social and Environmental Responsibility 21

Section V. Contract 23

g. Letter of Acceptance/Notification of Award 24
Contract Agreement 25
Conditions of Contract 27

Section I. Invitation for Price Quotation - Instruction to Bidders (ITB)

Country: **India**

Project/Phase Title: **Indo-German Global Academy for Agroecological Research and Learning (IGGAARL), BMZ Nr. 2021 01 251**

Name of Procurement Entity (PEA): **Rythu Sadhikara Samstha (RySS)**

Address of Procurement Entity: **First Floor, Sahasra Apartment Block - 2,**
Opposite Hosanna Mandir,
Amaravati Road, Gorantla,
Guntur, Andhra Pradesh – 522 034
India

RFQ No: **RySS/NF/IGGAARL/FE-Package 2.1R/2025**

Date of Invitation**: 28th August 2025**

1. The Project Executing Agency, Rythu Sadhikara Samstha (RySS), Gorantla, Guntur, Andhra Pradesh – 522 034, India ("PEA") has received financing from KfW toward the cost of the Indo-German Global Academy for Agroecological Research and Learning (IGGAARL, BMZ Nr. 2021 01 251) and intends to apply part of the proceeds toward payments under the contract(s) for [Insert title of procurement].

2. The "**PEA"** invites price quotations from the eligible suppliers for the supply and delivery of:
    - **Rotary Tiller / Rotavator, Mounted Seed Drill, Rigid Cultivator**

3. Bidding will be conducted by means of a Price Quotation) procedure as specified in KfW's *Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries* ("KfW Guidelines").

4. Suppliers shall comply with KfW's eligibility criteria as described in Section III. Further, all the Goods and Related Services to be supplied under the Contract and financed by the KfW shall have their origin in any country in accordance with Section III.

5. KfW requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section IV.

6. A Bidder requiring any clarification of the Bidding Documents shall contact the PEA **only in writing** at the PEA's address specified in this Invitation for Price Quotation. The PEA will respond in writing to any request for clarification, provided that such request is received no later than 12 (twelve) days prior to the deadline for submission of Price Quotations (bids). The PEA shall forward copies of its response to all Bidders, including a description of the inquiry but without identifying its source.

7. At any time prior to the deadline for submission of bids, the PEA may amend the Bidding Documents by issuing addenda. Any such addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all Bidders.

8. The PEA may, at its discretion, extend the deadline for the submission, indicated under I, item 9 of this Invitation to Price Quotations below, at any time before the expiration of the same.

9. Quotations must be delivered in a single sealed envelope **by postal mail/courier**, containing both the price and the technical offer, clearly marked with the reference **Procurement of " Farm Equipment (Tractor Implements) for the IGGAARL in Pulivendula, Kadapa District, Andhra Pradesh – Package 2.1R" 'RFQ No** RySS/NF/IGGAARL/FE Package 2.1R" and addressed to **PEA,** on or before [**18th September 2025 03:30PM].**

   Address:
   Rythu Sadhikara Samstha (RySS)
   Procurement Officer
   First Floor, Sahasra Apartment Block - 2,
   Opposite Hosanna Mandir,
   Amaravati Road, Gorantla,
   Guntur, Andhra Pradesh – 522 034
   India

   After opening of the sealed envelopes bidders will be required to submit a digital copy of the price and technical offer by email to eprocurementryss@gmail.com

   All **late submissions** received after the deadline for submission **will be considered non-responsive and will be rejected**.

10. The Price Quotation (bid) must include the following documents as per Section II:
    a. Signed Bid and stamped Submission Form, and attachments
       i. Copy of Company's Business Registration Document(s)
       ii. Copy of VAT/GST Registration Certificate
       iii. Copy of PAN
    b. Signed Bid and stamped Submission Form and Declaration of Undertaking
    c. Signed Price Schedule Form
    d. Filled Technical Specifications of offered supplies, as per Section V., item 2. of the bidding document
    e. Manufacturer's or Technical Brochures (catalogues) on the items

    Offers with incomplete documents will be considered non-responsive and will be rejected.

11. Offers shall be valid for one twenty (120) days from the date of bis submission deadline.

12. Offers will be opened immediately after the deadline for submission.

13. Bidders are required to submit one offer for all items, no alternative bids shall be submitted.

14. Joint Ventures or Sub-Contracting will not be allowed.

15. Bidders are required to complete the Bidding Forms on their company's letter head in the format provided under section II. of the bidding document.

16. Bidders are required to attach technical literature in the form of brochures on the items to their offers in the bidding document.

17. Company eligibility evidence shall be provided in the form of company registration, Company Tax registration with TIN (Tax Identification Number).

18. The supplies shall be delivered to the IGGAARL office, Pulivendula, within **four (4) weeks** after signing of the contract & letter to proceed and should not exceed **five (5) weeks**.
19. Quotation shall be in INR. Prices quoted shall be fixed and correspond to at least 100% of the items required/specified. For price quotation use Form 3 and state the nett price (without taxes), taxes and the total price.

20. The Purchaser's tender committee will review the submitted bid(s) against the qualification criteria for inclusion of all bid documents, including the documents listed in Article 10 above and the filled bidding forms in Section II, and verify the responsiveness to the requirements.

21. For the Bid Evaluation and Award Criteria the Lowest Price Evaluation method as specified in § 4.4.1 of the applicable KfW Guidelines will be applied. The evaluation of bids will be done based on the net evaluation method, i.e., applicable taxes and duties will be excluded from the evaluation.

22. 100% payment of the contract price shall be paid within thirty (30) working days after full delivery of all the items and Acceptance Certificate issued by the PEA.

23. The goods to be supplied shall be insured as specified under Section V.

24. No specific securities such as Bid Security, Performance Security or Advance Payment Security are required.

25. The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.

Issued by the Procurement Entity (PEA): **Rythu Sadhikara Samstha (RySS)**

Section II. Bidding Forms

The Bid Document submission shall consist of:

(1) Bid Submission Form, Declaration of Undertaking. Bidder shall meet the requirements as per Table 1 and submit the required forms and supporting documents; forms provided in this bidding document may not be amended but only completed following the instructions in this bidding document.

(2) The Bidder shall have VAT/GST Registration in country of registration and the Bidder shall provide the details of this Registration.

(3) The Bidder shall be in business of manufacture and /or supply and maintenance of the Farm equipment (Tractor Implements) for a minimum period of Five (5) years as on Price Quotation (bid) invitation date.

(4) The Bidder shall be a manufacturer or authorized representative /supplier of the manufacturer or an authorized wholesale dealer. In case the Bidder is an authorized representative /supplier of a manufacturer or an authorized wholesale dealer, the Bidder shall submit Manufacturer Authorization certificate.

Table 1: Documents required in the tender

Qualification Criteria			
No.	**Subject**	**Requirement**	**Documentation**
1	**Bid Submission Form**	Submission, in accordance with Article 10.b of this invitation	Form 1
	Supporting documents	(i) Copy of company registration (ii) Copy of VAT/GST Registration (iii) Copy of PAN	
2	**Declaration of Undertaking**	Submission, in accordance with Article 10.b (i) of this invitation	Form 2
3	**Price offer**	Fill net price, taxes, other cost and total price for the offered items.	Form 3
	Manufacturer's Authorization		Form 4
4	**List of goods, and schedule of delivery**	Fill specifications to demonstrate responsiveness, and the delivery times in the respective columns	Form 5
5	**Additional information** (optional)	Manufacturer's or Technical Brochures (catalogues) on the items, if considered relevant.	

Form 1. Bid Submission Form

Date

Date: *[Insert date]*

RFQ Ref No: RySS/NF/IGGAARL/FE Package 2.1R

To: Rythu Sadhikara Samstha (RySS)
First Floor, Sahasra Apartment Block – 2,
Opposite Hosanna Mandir,
Amaravati Road, Gorantla,
Guntur, Andhra Pradesh – 522 034, India

Gentlemen and/or Ladies:

Having examined the bidding documents, we the undersigned, offer to supply and deliver

_____

_____

[description of goods and services]

in conformity with the said bidding documents for the sum of _____,
_____ *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for a Period of _____ *[number]* days from the date fixed for Bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, 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 bid you may receive.

Dated this _____ day of _____ 20_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

Form 2: Declaration of Undertaking

<on company letterhead paper>

Reference name of the Application/Offer/Contract: ("**Contract**")[2]

To: ("**Project Executing Agency**")<fill name and address>

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")[3] 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, reorganisation or being in any analogous situation;

   2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union or the Federal Republic of Germany. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;

   2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests *(in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction)*;

   2.4) having been subject within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

   2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA *(contractors based in Annex 1 countries (https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I*

---

[2] Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "*Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries*".

3 The PEA means the purchaser, the employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity);[4]

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, or violate the Guidelines 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

[4] This is national price quotation within India, and India, which is listed as cooperating with the EU and having no pending commitments; thus Appendix 1 Declaration is not required and not included here.

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[5] (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case, for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[6]:

Signature: Dated:

5 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.

6 In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Form 3: Price Schedule Form

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in Column 1 of the **Price Bids** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements]. The price bid shall be submitted together with the technical bid as a hard copy, and a digital copy is to be kept ready to be submitted by email after bid opening.*

Date: *[Insert date]*

RFQ Ref No: RySS/NF/IGGAARL/FE Package 2.1R

To: Rythu Sadhikara Samstha (RySS)
First Floor, Sahasra Apartment Block – 2,
Opposite Hosanna Mandir,
Amaravati Road, Gorantla,
Guntur, Andhra Pradesh – 522 034, India

We, the undersigned, declare that the total price of our Bid is: *[Insert total price and currency in words and figures].* Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

The detailed Price Schedule is presented below:

Currencies in accordance with ITB Sub-Clause 15							Date: *[Insert]* NCB No.: ***RySS/NF/IGGAARL/FE Package 2.1R*** Lot No.: *[Insert, if applicable]* Page *[Insert] of [Insert]*		
1	2	3	3a	4	5	6	7	8	9
Line-Item No.	Description of Goods	Quantity	Physical Unit	Unit Price excluding taxes, duties, CIP	Unit price of CIP*) and Other Insurance	Taxes	Custom, delivery charges and Other Duties (if applicable)	Total Unit price (including taxes, duties, CIP and Other Insurance) 4 + 5 + 6 + 7	Total Price (including taxes, duties, CIP and Other Insurance) 8 * 3
1	Rotary Tiller / Rotavator	1	Nr.						

Currencies in accordance with ITB Sub-Clause 15							Date: *[Insert]* NCB No.: ***RySS/NF/IGGAARL/FE Package 2.1R*** Lot No.: *[Insert, if applicable]* Page *[Insert] of [Insert]*		
1	2	3	3a	4	5	6	7	8	9
Line-Item No.	Description of Goods	Quantity	Physical Unit	Unit Price excluding taxes, duties, CIP	Unit price of CIP*) and Other Insurance	Taxes	Custom, delivery charges and Other Duties (if applicable)	Total Unit price (including taxes, duties, CIP and Other Insurance) 4 + 5 + 6 + 7	Total Price (including taxes, duties, CIP and Other Insurance) 8 * 3
2	Mounted Seed Drill	1	Nr.						
3	Rigid Cultivator	1	Nr.						
							Total Price (including currency):	*<Currency>*	

**) CIP: carriage and insurance paid*

Total Price to final destination …… (in words)

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Form 4: Manufacturer's Authorization

Documents to demonstrate that the Bidder has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country shall be submitted.

Supply Requirements

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

All the Goods and related Services shall be delivered at the below address:

IGGAARL, APCARL, APCARL Road,
Pulivendula, Kadapa District
Andhra Pradesh, India

Delivery period

The Delivery Period is preferably within four (4) weeks after signing of the contract & letter to proceed and should not exceed five (5) weeks.
(if justified, this period can be adjusted)

Form 5. List of Goods and Schedule of Delivery

1. Bidder's fill for each item the brand, model and specifications, to demonstrated responsiveness of the goods to the Purchaser's specifications.
2. The Bidder shall provide one (1) year onsite OEM /Bidder comprehensive Onsite Warranty for all the items; and according to the specifications of Item below.
3. Delivery time in calendar days after signing of contract and letter to proceed to be inserted.
4. Purchaser's and Supplier's Responsibilities for Installation and Work on Site is as presented in the table below -

Item No	**Description of Item (PN)**	**Quantity**	**Specifications required**	**Specifications and details of the Offered Items** *(to be filled by the bidder)*	**Delivery Time** in Days at named place of CIP
1	Rotary Tiller / Rotavator	1	Compatible Tractor Model: **John Deere Tractor** Model:5310-4WD Working Width (in cm): 204 Total Width (in ft.): 7 Gearbox Speed: Multi Side Drive: Gear Number of Blades and types: 48 L-type Suitable Tractor (in HP): 55+ Approximate Weight of Machine: 525 Working Depth Adjustable to in r: 200 Alignment: Center	*[Manufacturer/Brand], [Model]* *[Offered specifications]*	
2	Mounted Seed Drill	1	Compatible Tractor Model: **John Deere Tractor** Model:5310-4WD Number of Tynes: 13	*[Manufacturer/Brand], [Model]* *[Offered specifications]*	

Item No	Description of Item (PN)	Quantity	Specifications required	Specifications and details of the Offered Items *(to be filled by the bidder)*	**Delivery Time** in Days at named place of CIP
			Suitable Tractor Models (in HP): 50 to 60 Seed / Fertilizer Capacity (in kg): 120/115 Seed & Fertilizer Metering: Fluted Roller Type: Metering Overall Width (in mm): 2600 Operating Width (in mm): 2375 Depth of Operation (in mm): 40-60 Weight (in kgs): 410		
3	Rigid Cultivator	1	Compatible Tractor Model: **John Deere Tractor** Model:5310-4WD No. Of Tynes: 11 Working Depth (in m): 2.1 Mainframe & Size (in mm): Welded Angles, 65x65x8 Tine Thicknesss (in mm): 32 Gap between Front & Rear tynes: 483 Depth of Operation (in mm) 100 - 175	*[Manufacturer/Brand], [Model]* *[Offered specifications]*	

Bidders shall provide a clause-by-clause commentary on the Purchaser's Specifications, demonstrating the Goods' and Services' responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Purchaser's Specifications. General replies to the Purchaser's Specifications, such as "acceptable", "comply", "yes", etc., or simply copying the Purchaser's specifications word-by-word, will be treated without exception as non-responsive during the technical evaluation; bidders are also requested to strictly refrain from self-classification of their replies to the Purchaser's Specifications (such as "acceptable", "better", "compliant", etc.); any statement made by the Bidder's must be verifiable in the provided catalogues/leaflets ("custom-made" catalogues/leaflets, i.e. literature specifically manufactured for this tender, and only consisting of a picture and some text, and generally appearing unprofessional, will not be accepted).

Section III. Eligibility Criteria

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.

2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:

   2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;

   2.2 have been

   (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;

   (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;

   2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged, and the dispute resolution is still pending or has not confirmed 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. 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 mis-procurement 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:

Coercive Practice	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.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	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.
Fraudulent Practice	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.

Obstructive Practice	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[7] (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

[7] 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. Contract

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance 23
Contract Agreement 24
Conditions of Contract 26

g. Letter of Acceptance/Notification of Award

[Use letterhead paper of the Purchaser]

[Insert date]

To: *[Insert name and address of the Supplier]*

Subject: ***Notification of Award Contract No. [Insert contract number]***

This is to notify you that your Price Quotation (Bid) dated [Insert date] for execution of the "Procurement of Farm equipment", for the IGGAARL in Pulivendula, Kadapa District, Andhra Pradesh, *RFQ Ref No: RySS/NF/IGGAARL/FE Package 2.1R* for the Accepted Nett Contract Amount of *[Insert contract price - without taxes - in numbers and words including code and name of currency]*, and taxes (in the amount of *[Insert value of taxes in numbers]* , to a total sum of *[Insert contract price - including taxes - in numbers and words including code and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the undersigned Purchaser, hereinafter called "the Contract Price".

You are requested to furnish the countersigned supply contract within 21 days that is included in this Section VI of the Bidding Documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Institution: _____

Attachment: Contract Agreement[8]

[8] If the Purchaser cannot send the contract agreement together with the letter of acceptance, it must be sent electronically to the Supplier within a reasonable period of time not exceeding ten days; for the purpose of issuing the required Performance Guarantee, the supplier must be advised of the Contract date.

Contract Agreement

THIS AGREEMENT made the _____ day of _____20 ____ between:

Rythu Sadhikara Samstha (RySS)

having its principal place of business at

First Floor, Sahasra Apartment Block – 2,
Opposite Hosanna Mandir,
Amaravati Road, Gorantla,
City: Guntur, Andhra Pradesh 522 034
ZIP Code: 522 034
Country: Andhra Pradesh, India

(hereinafter called “the Purchaser”), of the one part and

(2) *[Insert name of Supplier]*, of *[Insert: city, country of Supplier]* and having its principal place of business at *[Insert address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz.,
Farm equipments
and has accepted a bid by the Supplier for the supply of those goods and services in the sum of Nett Contact amount *[contract price - without taxes - in words and figures]*, taxes in the amount of *[amount of taxes in number]*, to a total sum of *[Insert total price with taxes - in numbers and words including code and name of currency]*, (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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. This contract will enter into force on the date of signature; the commencement data will be dd.mm.2023, as agreed by the purchaser and the supplier.

3. The duration of the contract is until all supplies are completed, goods are accepted (final acceptance) and all administrative matters and payment are completed.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

a. The Conditions of Contract; and
b. Tender Form submitted by the Supplier;
c. Signed and stamped Declaration of Undertaking;
d. The Price Schedule submitted by the Supplier;
e. The Schedule of Requirements;
f. The Technical Specifications and delivery schedule submitted by the Supplier;
g. The Purchaser’s Letter of Acceptance/Notification of Award.

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above

5. 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.

6. 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 (Conditions of Contract, Article 9),); the payment will be effected promptly, but in any case within 60 days after receipt of the invoice.

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

On behalf of the Purchaser	On behalf of the Supplier
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal:

Conditions of Contract[9]

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 organisation purchasing the goods;

f. "The Supplier" means the organisation 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.

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

[9] *[Text in this Section shall not be modified.]*

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.

6.2 For purposes of the contract "FOB", "C&F", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS) published by the International Chamber of Commerce (ICC), Paris.

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 warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.

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

8.4 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 shall be made in the currency in which the contract price has been stated in the Supplier's bid.

9.2 Payment for goods shall be made promptly by the Purchaser, but in no case later than sixty (60 days) after the delivery, installation, and commissioning of goods to the satisfaction of the Purchaser, and submission of an invoice 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 India.
13. Governing Language	13.1	The Governing Language shall be English
14. Applicable Law	14.1	The applicable law shall be the Laws of India
15. Notices	15.1	Purchaser's address for notice purposes: **Procurement Officer** **Rythu Sadhikara Samstha (RySS)** First Floor, Sahasra Apartment Block – 2, Opposite Hosanna Mandir, Amaravati Road, Gorantla, City: Guntur, Andhra Pradesh 522 034 ZIP Code: 522 034 Country: Andhra Pradesh, India Email: eprocurementryss@gmail.com Tel. +91 (0)863-2940145
	15.2	Supplier’s address for notice purposes: _____ _____
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 India. All taxes, duties, license fees and other such levies are to be listed **separately** on the invoices
17. Operation, Maintenance and Spare-parts Manuals	17.1	The successful Supplier shall supply a copy of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).
18. Insurance, Reimbursements, guarantee or	18.1	Any reimbursements guarantee or similar claimable payments and any insurance payments shall be made for

similar claimable payments		account of the Purchaser to a special account of the Purchaser.
19. Limitation of Liability	19.1	Except in cases of criminal negligence or wilful misconduct, (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
20. Force Majeure	20.1	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	20.2	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.
	20.3	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.
21. Assignment	21.1	Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Signature	Signature
<Name> <Position>	<Name> <Position>

(Guntur, date)

(for the Purchaser)	(for the Supplier)

Attachment 1 to Conditions of Contract

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 mis-procurement 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:

Coercive Practice	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.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	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.

Fraudulent Practice	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.
Obstructive Practice	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[10] (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.

[10] 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.