



ISLAMIC REPUBLIC OF AFGHANISTAN  
MINISTRY OF FINANCE

**NATIONAL OPEN COMPETITIVE PROCUREMENT**  
**For**  
**Procurement of IT Goods**

Procurement of Storage devices for Pashtany Bank

**Ministry of Finance**  
***Modernizing Afghan State-Owned Banks Project***  
**Grant/Credit Number: IDA-D2830**

**Issued By**  
***Procurement Directorate***

**Ministry of Finance**  
**Request for Bid No:**  
**MASOB/AF/G-13**

**Issue date: 7Oct 2019**



# Procurement Document

## Summary

### Specific Procurement Notice

#### Specific Procurement Notice - Request for Bids (RFB)

The template attached is the Specific Procurement Notice for Request for Bids, one-envelope Bidding process. This is the form to be used by the Borrower.

### Request for Bids – Goods (One-Envelope Bidding Process)

## PART 1 – BIDDING PROCEDURES

#### Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

#### Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

#### Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

#### Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be completed and submitted by the Bidder as part of its Bid.

#### Section V - Eligible Countries

This Section contains information regarding eligible countries.

**Section VI - Fraud and Corruption**

This section includes the fraud and corruption provisions which apply to this Bidding process.

**PART 2 – SUPPLY REQUIREMENTS****Section VII - Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

**PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS****Section VIII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

**Section IX - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Purchaser.

**Section X - Contract Forms**

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.

# Specific Procurement Notice Template

## Request for Bids Goods

(One-Envelope Bidding Process)

Country: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

RFB Reference No.: \_\_\_\_\_ [As per Procurement Plan]

1. The *[insert name of Borrower/Beneficiary/Recipient]* *[has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the *[insert name of project or grant]* and intends to apply part of the proceeds toward payments under the contract<sup>1</sup> for *[insert title of contract]*<sup>2</sup>.
2. The *[insert name of implementing agency]* now invites sealed Bids from eligible Bidders for *[insert brief description of Goods required, including quantities, location, delivery period, margin of preference if applicable, etc.]*
3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" *[insert date of applicable Procurement Regulations edition as per legal agreement]* ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from *[insert name of implementing agency, insert name and e-mail of officer in charge]* and inspect the bidding document during office hours *[insert office hours if applicable i.e. 0900 to 1700 hours]* at the address given below *[state address at the end of this RFB]*.<sup>3</sup>

---

<sup>1</sup> Substitute "contracts" where Bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: "Bidders may Bid for one or several contracts, as further defined in the request for bids document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid."

<sup>2</sup> Insert if applicable: "This contract will be jointly financed by *[insert name of co-financing agency]*. Bidding process will be governed by the World Bank's Procurement Regulations."

<sup>3</sup> A brief description of the type(s) of Goods should be provided, including quantities, location of Project, delivery/construction period, application of margin of preference and other information necessary to enable potential Bidders to decide whether or not to respond to the Request for Bids. Request for bids document may

5. The<sup>4</sup> bidding document in *[insert name of language]* may be purchased by interested Bidders upon the submission of a written application to the address below and upon payment of a nonrefundable fee<sup>5</sup> of *[insert amount in Borrower's currency or in a convertible currency]*. The method of payment will be *[insert method of payment]*.<sup>6</sup> The document will be sent by *[insert delivery procedure]*.<sup>7</sup>
6. Bids must be delivered to the address below *[state address at the end of this RFB]*<sup>8</sup> on or before *[insert time and date]*. Electronic Bidding will *[will not]* be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below *[state address at the end of this RFB]* on *[insert time and date]*.
7. All Bids must be accompanied by a..... *[Insert "Bid Security for an amount of ....." or "Bid-Securing Declaration," as appropriate; in case of Bid Security specify the amount and currency.]*

*[In case Bids are being invited for several lots/contracts. PIU should add a Table as under and modify the text in para 8 above suitably.]*

Lot/Item no.	Bid Security amount (Afghani)
1	
2	
3	

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

*[Insert name of office]*

*[Insert name of officer and title]*

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

*[Insert telephone number, country and city codes]*

*[Insert facsimile number, country and city codes]*

*[Insert email address]*

*[Insert web site address]*

---

*require Bidders to have specific experience or capabilities; such qualification requirements should also be included in this paragraph.*

<sup>4</sup> *The fee chargeable should only be nominal to defray reproduction and mailing costs. An amount between US\$50 and US\$300 or equivalent is deemed appropriate.*

<sup>5</sup> *Same remarks as for footnote 4 above*

<sup>6</sup> *For example, cashier's check, direct deposit to specified account number, etc.*

<sup>7</sup> *The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery. With the agreement of the World Bank, documents may be distributed by e-mail, downloading from authorized web site(s) or electronic procurement system*

<sup>8</sup> *Substitute the address for Bid submission if it is different from address for inquiry and issuance of request for bids document.*

---

## Table of Contents

<b>PART 1 – Bidding Procedures.....</b>	<b>3</b>
Section I - Instructions to Bidders .....	5
Section II - Bid Data Sheet (BDS).....	35
Section III - Evaluation and Qualification Criteria.....	43
Section IV - Bidding Forms.....	49
Section V - Eligible Countries .....	63
Section VI - Fraud and Corruption .....	65
<b>PART 2 – Supply Requirements.....</b>	<b>69</b>
Section VII - Schedule of Requirements .....	70
<b>PART 3 - Contract.....</b>	<b>81</b>
Section VIII - General Conditions of Contract .....	82
Section IX - Special Conditions of Contract.....	105
Section X - Contract Forms .....	113



## **PART 1 – Bidding Procedures**



# Section I - Instructions to Bidders

## Contents

<b>A. General.....</b>	<b>7</b>
1. Scope of Bid.....	7
2. Source of Funds .....	7
3. Fraud and Corruption.....	8
4. Eligible Bidders .....	8
5. Eligible Goods and Related Services.....	11
<b>B. Contents of Request for Bids Document .....</b>	<b>11</b>
6. Sections of Bidding Document .....	11
7. Clarification of Bidding Document .....	12
8. Amendment of Bidding Document.....	13
<b>C. Preparation of Bids .....</b>	<b>13</b>
9. Cost of Bidding.....	13
10. Language of Bid.....	13
11. Documents Comprising the Bid.....	13
12. Letter of Bid and Price Schedules.....	14
13. Alternative Bids .....	15
14. Bid Prices and Discounts .....	15
15. Currencies of Bid and Payment .....	16
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services .....	16
17. Documents Establishing the Eligibility and Qualifications of the Bidder.....	17
18. Period of Validity of Bids .....	18
19. Bid Security .....	18
20. Format and Signing of Bid.....	20
<b>D. Submission and Opening of Bids .....</b>	<b>21</b>
21. Sealing and Marking of Bids .....	21
22. Deadline for Submission of Bids .....	22
23. Late Bids .....	22
24. Withdrawal, Substitution, and Modification of Bids .....	23
25. Bid Opening.....	23
<b>E. Evaluation and Comparison of Bids.....</b>	<b>25</b>
26. Confidentiality .....	25
27. Clarification of Bids.....	25
<b>28. Deviations, Reservations, and Omissions.....</b>	<b>25</b>
29. Determination of Responsiveness.....	26

30.	Nonconformities, Errors and Omissions .....	26
31.	Correction of Arithmetical Errors .....	27
32.	Conversion to Single Currency .....	27
33.	Margin of Preference .....	28
34.	Evaluation of Bids.....	28
35.	Comparison of Bids .....	29
36.	Abnormally Low Bids.....	29
37.	Qualification of the Bidder .....	30
38.	Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids .....	30
39.	Standstill Period .....	30
40.	Notification of Intention to Award .....	30

**F. Award of Contract..... 31**

41.	Award Criteria .....	31
42.	Purchaser’s Right to Vary Quantities at Time of Award.....	31
43.	Notification of Award .....	31
44.	Debriefing by the Purchaser.....	32
45.	Signing of Contract .....	33
46.	Performance Security .....	33
47.	Procurement Related Complaint .....	33

## Section I. Instructions to Bidders

### A. General

#### 1. Scope of Bid

1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.

1.2 Throughout this bidding document:

- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.

#### 2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons

or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

### **3. Fraud and Corruption**

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

### **4. Eligible Bidders**

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

- (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A

firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's

country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **5. Eligible Goods and Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, 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.

## **B. Contents of Request for Bids Document**

## **6. Sections of Bidding Document**

6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

### **PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)

- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

## **PART 2 Supply Requirements**

- Section VII - Schedule of Requirements

## **PART 3 Contract**

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

## **7. Clarification of Bidding Document**

- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall

also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

**C. Preparation of Bids**

**9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents  
Comprising the Bid**

- 11.1 The Bid shall comprise the following:
  - (a) **Letter of Bid** prepared in accordance with ITB 12;
  - (b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14;

- (c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;
  - (d) **Alternative Bid**: if permissible, in accordance with ITB 13;
  - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
  - (f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
  - (g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
  - (h) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
  - (i) **Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document;
  - (j) Manufacturer's authorization form; and
  - (k) any other document required **in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
- 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

- 13.1. Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms DDP shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The

disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

**(a) For Goods:**

- (i) the price of the Goods shall be quoted on the basis of Delivered Duty Paid (DDP) to the Final Destination **named in the BDS**. The quoted DDP Price shall include Custom Duties and other import taxes paid/payable on import of the Goods, any Islamic Republic of Afghanistan sales tax and other taxes including Business Receipt Tax (BRT) which will be payable on the Goods, and the price for inland transportation, insurance to place of Final destination, and other local services required to convey the Goods to their Final destination (Project Site) **specified in the BDS**.

**(b) For Related Services** whenever such Related Services are specified in the Schedule of Requirements:

- (i) the price of each item comprising the Related Services shall be quoted inclusive of any applicable taxes including Business Receipt Tax.

**15. Currencies of Bid and Payment**

15.1 The Bidder shall quote the bid prices in Afghani only.

**16. Documents  
Establishing the  
Eligibility and  
Conformity of the  
Goods and Related  
Services**

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and

standards specified in Section VII, Schedule of Requirements.

- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents  
Establishing the  
Eligibility and  
Qualifications of the  
Bidder**

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
  - (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the

Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

#### **18. Period of Validity of Bids**

18.1. Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of adjustable price contracts, no adjustment shall be made;
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

#### **19. Bid Security**

19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or Fixed Deposit Receipt issued by the Bank, duly endorsed in favour of the Purchaser;
- (d) another security specified **in the BDS**,

from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 46.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful

Bidder has signed the Contract and furnished the required Performance Security.

19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 45; or
  - (ii) furnish a Performance Security in accordance with ITB 46.

19.8. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy

between the original and the copies, the original shall prevail.

- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission and Opening of Bids**

### **21. Sealing and Marking of Bids**

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
  - (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
  - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
    - i. in an envelope marked “ORIGINAL - ALTERNATIVE”, the alternative Bid; and

- ii. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2. The inner and outer envelopes, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB 22.1;
- (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

21.4 Telex, Cable or Facsimile bids will be rejected as non-responsive.

## **22. Deadline for Submission of Bids**

22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23. Late Bids**

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal,  
Substitution, and  
Modification of Bids**

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**25. Bid Opening**

25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the

corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

- 25.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
- 25.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 25.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
  - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
  - (c) any alternative Bids;

- (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.

25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.

26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

### **27. Clarification of Bids**

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

### **28. Deviations, Reservations, and Omissions**

28.1 During the evaluation of Bids, the following definitions apply:

- (a) “Deviation” is a departure from the requirements specified in the bidding document;
- (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

**29. Determination of Responsiveness**

- 29.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors and Omissions**

- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**.

**31. Correction of  
Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid.

**32. Conversion to Single  
Currency**

32.1 Not Applicable.

**33. Margin of Preference**

33.1 Not Applicable.

**34. Evaluation of Bids**

34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter

of Bid, is specified in Section III, Evaluation and Qualification Criteria.

- 34.5 The Purchaser's evaluation of a Bid will be on Delivered Duty Paid (DDP) price, which is inclusive of all duties and taxes, quoted in accordance with ITB 14.8 (a) (i) and Related Services, if specified and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).
- 35. Comparison of Bids** 35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of DDP prices, plus prices for Related Services, if specified.
- 36. Abnormally Low Bids** 36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

**37. Qualification of the Bidder**

- 37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

- 38.1 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 and specifically, bid securities, shall be promptly returned to the Bidders.

**39. Standstill Period**

- 39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**40. Notification of Intention to Award**

- 40.1 The Purchaser send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;

- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period

## **F. Award of Contract**

- |  |  |
|--|--|
| <b>41. Award Criteria</b>  | <p>41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:</p> <ul style="list-style-type: none"> <li>(a) substantially responsive to the bidding document; and</li> <li>(b) the lowest evaluated cost.</li> </ul>  |
| <b>42. Purchaser's Right to Vary Quantities at Time of Award</b> | <p>42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified <b>in the BDS</b>, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.</p>  |
| <b>43. Notification of Award</b>                                 | <p>43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 39.1 or any extension thereof, and upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").</p> <p>43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser</p> |

shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Purchaser;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

43.3 The Contract Award Notice shall be published in a National website where the Specific Procurement Notice, Request for Bids (RFB) is published, or in at least one newspaper of national circulation in the Purchaser's Country and Procuring Entity's website **as specified in the BDS.**

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

#### **44. Debriefing by the Purchaser**

44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

- 44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own cost of attending such a debriefing meeting.
- 45. Signing of Contract**
- 45.1 Promptly upon Notification of Award, the Purchaser shall send the successful Bidder the Contract Agreement.
- 45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 46. Performance Security**
- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 47. Procurement Related Complaint**
- 47.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.



## Section II - Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General				
ITB 1.1	The reference number of the Request for Bids (RFB) is: <a href="#">MASOB/AF/G-13</a> The Purchaser is: Ministry of Finance, Islamic Republic of Afghanistan				
IB 1.1	<p>The name and identification number of the RFB are <a href="#">NCB</a> are: <a href="#">Procurement Of Storage devices for Pashtany Bank</a>) <a href="#">MASOB/AF/G-13</a></p> <p><i>[In case the package consists of several lots, then the PIU should add the details of lots in the table below.]</i></p> <p><i>Each lot comprises of several items and evaluation will be done lot-wise.</i></p> <table border="1"> <tr> <th>Lot no.</th><th>Description of Lot</th></tr> <tr> <td><a href="#">N/A</a></td><td></td></tr> </table>	Lot no.	Description of Lot	<a href="#">N/A</a>	
Lot no.	Description of Lot				
<a href="#">N/A</a>					
ITB 2.1	<p>The Borrower is: <a href="#">Islamic Republic of Afghanistan</a>.</p> <p>Loan or Financing Agreement amount: <a href="#">US\$ 40 Million</a></p> <p>The name of the Project is: <a href="#">Modernizing Afghan State-Owned Banks Project</a></p>				
ITB 4.1	Joint Ventures are allowed.				
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .				
	B. Contents of Bidding Document				
ITB 7.1	<p>Requests for clarification should be received by the Purchaser no later than 14 days prior to the deadline for submission of bids.</p> <p>For <b><u>Clarification of Bid purposes</u></b> only, the Purchaser's address is:</p>				

	<p>Attention: <a href="#">Shafiqullah Eshaqzai</a></p> <p>Address: <a href="#">Ministry of Finance, Pashtoonistan Watt. Kabul Afghanistan</a></p> <p>Floor/ Room number: [ <a href="#">Procurement Unit, First Floor, DM Admin Building, </a> ]</p> <p>City: <a href="#">Kabul</a></p> <p>ZIP Code: [   ]</p> <p>Country: <a href="#">Afghanistan</a></p> <p>Telephone: <a href="#">0093 (0) 202924292</a></p> <p>Facsimile number: <a href="#">0093-798248248</a></p> <p>Electronic mail address: [<a href="mailto:shafiq_eshaqzai@yahoo.com">shafiq_eshaqzai@yahoo.com</a>]</p>
	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	<p>The language of the bid <a href="#">shall be English</a>.</p> <p>All correspondence and documents exchanged by the Bidder and the Purchaser shall be in English.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
<b>ITB 11.1 (k)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p><a href="#">1: Copy(ies) of similar contract(s)</a></p> <p><a href="#">2:Latest Tax Clearance Documents/Audited Financial Statement</a></p>
<b>ITB 13.1</b>	Alternative Bids <a href="#">shall not be considered</a> .
<b>ITB 14.5</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
<b>ITB 14.6</b>	<p>Prices quoted for each lot (contract) shall correspond to 100 percent of the items specified for each lot (contract).</p> <p>Prices quoted for each item of a lot shall correspond to 100 percent of the quantity specified for this item of a lot.</p>
<b>ITB 14.7</b>	The Incoterms edition is 2010. <a href="#">DDP</a>
<b>ITB 14.8 (a)</b>	Final destination (Project Site): <a href="#">Ministry of Finance warehouse Kabul, Afghanistan</a>
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <a href="#">Refer to the schedule of requirements</a>

<b>ITB 16.6 &amp; ITB 16.7</b>	<p>Add the following as ITB Clauses 16.6 and 16.7:</p> <p><b>ITB 16.6</b></p> <p>The Bidder shall furnish a confirmation that if it offers system and software manufactured by different companies, such software shall operate effectively on the system offered by the Bidder; and the Bidder shall accept responsibility for its successful operation.</p> <p><b>ITB 16.7</b></p> <p>The Bidder shall confirm in the Letter of Bid that it is either the owner of the Intellectual Property Rights in the hardware, software or materials offered, or that it has proper authorization and/or license to offer them from the owner of such rights. For the purpose of this Clause, Intellectual Property Rights shall be as defined in GCC Clause 1.1 (p). Willful misrepresentation of these facts shall constitute a fraudulent practice described in Section VI, Bank Policy - Corrupt and Fraudulent Practices which stipulates the actions that the World Bank may take, without prejudice to other remedies that the Purchaser may take.</p>
<b>ITB 17.2 (a)</b>	<p><b>Manufacturer's Authorization is <u>required</u>:</b></p> <p>Manufacturer's authorization is required; <i>however, a dealership certificate that clearly indicates that the supplier is authorized to distribute and sell the proposed goods on behalf of the main dealer can be accepted.</i></p>
<b>ITB 17.2 (b)</b>	<p>After sales service is: <b>[Not required]</b></p>
<b>ITB 18.1</b>	<p>The Bid validity period shall be <b>90 days</b>.</p>
<b>ITB 18.3</b>	<p>ITB Clause 18.3 shall not apply for procurement of Goods under this bidding process. <b>Not applicable</b></p>
<b>ITB 19.1</b>	<p>A Bid Security <b><u>shall be required</u></b>.</p> <p>A Bid-Securing Declaration <b><u>shall not be required</u></b>.</p> <p>The amount and currency of the Bid Security shall be <b>400,000 (Four hundred thousand Afghani)</b></p> <p><i>The bid security should be in the form of a bank guarantee from a banking institution shall be submitted in original. Photocopies/ Scanned copies will not be accepted and shall be a cause for making the bid liable for rejection.</i></p>
<b>ITB 19.3 (d)</b>	<p>Any other type of Bid Security including 'cash' <b>is not acceptable</b>.</p>
<b>ITB 19.9</b>	<p><i>[The following provision should be included <u>only</u> if option 2 indicated in BDS ITB 19.1 for submitting the Purchaser chooses a Bid Securing Declaration.]</i></p>

	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of 3 years.
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is <b>two</b> .
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of <b>Power of Attorney</b> .
	<b>D. Submission and Opening of Bids</b>
<b>ITB 22.1</b>	<p>For Bid submission purposes only, the Purchaser's address is:</p> <p>Attention: [Mr.Shafiqullah Eshaqzai]</p> <p>Street Address: [Ministry of Finance, Pashtoonistan Watt. Kabul Afghanistan]</p> <p>Floor/ Room number: Procurement Unit, First Floor, DM Admin Building,</p> <p>City: Kabul</p> <p>Country: Afghanistan</p> <p>The deadline for Bid submission is:</p> <p>Date: 4/Nov/2019 at 10:00 A.M Kabul Time</p> <p>In the event of the specified <b>deadline for bid submission being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.</b></p> <p><b>Bidders shall not have the option of submitting their Bids electronically.</b></p>
<b>ITB 22.1</b>	<p>Pre-bid meeting:</p> <p>Date: 23 Oct, 2019</p> <p>Time: 10:00 am</p> <p>Address: <u>Ministry of Finance, Pashtoonistan Watt. Kabul Afghanistan</u></p> <p>Floor/ Room number: <u>Procurement Unit, First Floor, DM Admin/department of procurement consultants</u></p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:</p> <p>Street Address: [Ministry of Finance, Pashtoonistan Watt. Kabul Afghanistan]</p> <p><b>Floor/ Room number: [Procurement Unit, First Floor, DM Admin Building]</b></p>

	<p><b>City:</b> <b>Kabul</b></p> <p><b>Country:</b> <b><i>Afghanistan</i></b></p> <p><b>Date:</b> <b>4/Nov/2019 at 10:00 A.M Kabul Time</b></p> <p>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the Bids will be opened at the appointed time and location on the next working day.</p>
<b>ITB 25.6</b>	<p>The Letter of Bid and Price Schedules of each Bid shall be initialed by all the representatives of the Purchaser conducting Bid opening. Any modification to the unit or total price shall also be initialed by the said officials.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	<p>The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.</p>
<b>ITB 34.2(a)</b>	<p>Evaluation will be done for ...../ Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</p> <p>Note for the Bidder: <b>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder</b></p> <p>Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.</p> <p><b>OR</b></p> <p>Bids will be evaluated lot by lot. Bidder should quote for the complete requirement for goods and services specified in each lot as stated in ITB clause 14.6, failing which such bids will be treated as non-responsive. However, if a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.</p>
<b>ITB 34.6</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <b>No</b></p> <p>(b) Deviation in payment schedule: <b>No</b></p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: <b>No</b></p>

	<p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: Yes</p> <p>The Bidder shall either confirm availability of spare parts and after sales service and provide the address of the dealer/Agent for verification or confirm that the Bidder shall establish the facilities for the meeting the said requirements within 30 days of notification of award.</p> <p>An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, if quoted separately, shall be added to the bid price, for evaluation purposes only</p> <p>(e) Life Cycle Costs: No</p> <p>(f) the performance and productivity of the equipment offered: No</p>
<b>ITB 36.1 to 36.3</b>	Provisions related to Abnormally Low Bids shall not apply
	<b>F. Award of Contract</b>
<b>ITB 42</b>	<p>The maximum percentage by which quantities may be increased is: 15%.</p> <p>The maximum percentage by which quantities may be decreased is: 15%.</p>
<b>ITB 43.3</b>	<p>National website where the Specific Procurement Notice, Request for Bids (RFB) is published: <a href="http://www.NPA.gov.af/">www.NPA.gov.af/</a></p> <p>Procuring Entity's website: <a href="http://www.mof.gov.af/">www.mof.gov.af/</a></p>
<b>ITB 47.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the "<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>For the attention:</b> [Mr. Shahenshah Sherzai]</p> <p><b>Title/position</b> : [MASOB) Project Director]</p> <p><b>Purchaser:</b> :[Ministry of Finance]</p> <p><b>Email address:</b> [shahenshah.sherzai@gmail.com]</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the Purchaser's decision to award the contract.</li> </ol>





# Section III - Evaluation and Qualification Criteria

*This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document.*

## Contents

**1. Evaluation (ITB 34) ..... 44**

**2. Qualification (ITB 37)..... 45**

## Evaluation and Qualification Criteria

### 1. Evaluation (ITB 34)

#### 1.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (As per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final delivery period counted from the date of Contract Agreement) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive.

**Not Applicable**

- (b) Deviation in payment schedule.

Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

- (c) Cost of major replacement components, mandatory spare parts, and service: **Not Applicable**

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.

The Bidder shall either confirm availability of spare parts and after sales service and provide the address of the dealer/Agent for verification or confirm that the Bidder shall establish the facilities for the meeting the said requirements within 30 days of notification of award.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only.

- (e) Life Cycle Costs: **Not Applicable**

- (f) Performance and productivity of the equipment: **Not Applicable**

#### 1.2. Multiple Contracts (ITB 34.4)

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate only lots or contracts that include 100% of the items specified for the lot and 100% of the quantities specified for each item of the lot in accordance with ITB 14.6;
- (b) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (c) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (d) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (e) determine contract award(s) on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser for all the lots taken together.
- (f) If a Bidder qualifies for multiple contracts, it shall meet the criteria specified in this regard in Clause 3.1 (c) of Section III.

## **2. Qualification (ITB 37)**

### **2.1 Qualification Criteria (ITB 37.1)**

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

#### **(a) Financial Capability**

- The Bidder shall furnish documentary evidence (e.g. a Chartered Accountant/Auditor's Certificate) that it meets the requirement of minimum annual financial turnover in respect IT Goods of **22,000,000 (twenty Two million )** Afghani in any two of the last five Financial Years.

**(b) Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (i) The Bidder shall furnish documentary evidence to demonstrate that:
  - (a) it has successfully supplied and completed at value **12,000,000 ( Twelve million)** Afghani the quantity of same or similar Equipment in any one of the last three Financial Years.
  - (b) the Equipments supplied as per (a) above are in satisfactory operation for at least 6 months as on the date of bid opening.
- (ii) If the Bidder is a manufacturer, it must have manufactured, tested and supplied the Goods, similar to the type specified in the Section VI - Schedule of Requirements, up to at least 200% of the quantity of Equipments included in a lot in any one of the last five Financial Years preceding the date of bid submission. Further, the Bidder should be in continuous business of manufacturing products offered in the Bid during the last three years preceding the date of bid submission.

In case the Bidder is not the manufacturer of the Goods it offers to supply and has submitted the bid in accordance with ITB clause 17.2 (a), the Bid shall include the above information about the manufacturer whose Goods have been offered, to establish that the said manufacturer shall meet the requirement specified in (ii) above. Further, the Bidder shall furnish a legally enforceable **authorization** in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC sections for the Equipment offered.

- (iii) Documentary Evidence of the latest Equipment

The Bidder shall furnish documentary evidence to demonstrate that the Equipment offered for supply is of the most recent series models incorporating the latest improvements in design and with improvement features as applicable in the last three years.

For Joint Venture, the lead member shall meet minimum 75% and the partner shall meet minimum 25% of above experience requirement:

- a. Manufacturer's authorization/dealership certificate/agreement is required in line with ITB 17.2 )
- b. The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the normal usage requirement & meets the requirements of Regulatory Authorities of Afghanistan.
- c. **WARRANTY**: One year from the date of supply.

**(c) Multiple Contracts**

To qualify for a combination of contracts made up of this contract and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for individual lots/contracts specified in Clauses 2.1 (a) and (b) above.

**(d) Documents required to be submitted with Bid**

Bidder shall submit the following information/documents along with its Bid:

- (i) It must furnish details of supplies made during the last five years preceding the date of Bid submission using the Proforma for Performance Statement included in Section IV.
- (ii) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
- (iii) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's reports for the past three years.
- (v) A confirmation that facilities exist in the Bidder/Manufacturer's premises for inspection and testing of the Goods and that the same will be made available to the Purchaser or his representative for inspection of Goods.
- (vi) Details of Service Centers and information on service support facilities that would be provided during and after the warranty period.

Bidder shall confirm in the Letter of Bid that the facility for supply of spare parts and after sales services is already established in Afghanistan. However, if the Bidder does not have such service facilities in Afghanistan, it shall provide satisfactory evidence to the Purchaser at the time of signing the Contract Agreement that it shall establish such facilities within 60 days of signing the same or within the time schedule that may be agreed to by the Purchaser. In case of award, the contract will be signed with the selected Bidder only after this requirement has been met.



## Section IV - Bidding Forms

### Table of Forms

<b>Letter of Bid.....</b>	<b>50</b>
<b>Bidder Information Form .....</b>	<b>53</b>
<b>Price Schedule for Supply of Goods (as per Schedule of Requirements) .....</b>	<b>55</b>
<b>Price and Completion Schedule - Related Services (as per Schedule of Requirements) .....</b>	<b>57</b>
<b>Form of Bid Security .....</b>	<b>58</b>
<b>Form of Bid-Securing Declaration .....</b>	<b>60</b>
<b><i>[PIU should include this form only if it is applicable.] .....</i></b>	<b>60</b>
<b>Manufacturer's Authorization .....</b>	<b>61</b>
<b>Proforma for Performance Statement.....</b>	<b>60</b>

## Letter of Bid

**INSTRUCTIONS TO BIDDERS: PLEASE DELETE THIS BOX ONCE THE DOCUMENT HAS BEEN COMPLETED.**

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**[No alterations to the text shall be made by the Bidder as specified in ITB 12.]**

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

**RFB No.:** *[MASOB/AF/G-29]*

**Request for Bid No.:** *[MASOB/AF/G-13]*

**To:** *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

Or

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

- (f) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: *[Specify in detail each discount offered.]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;
- (l) **Intellectual Property Rights:** We hereby certify either that we are the owner of the Intellectual Property Rights in the hardware, software or materials offered, or that we have proper authorization and/or license to offer them from the owner of such rights.
- (m) **Service Centers and Service Support:** Details of Service Centers and service support facilities are established already/shall be established in Afghanistan in accordance with Para 3 (c) of Section III – Evaluation and Qualification Criteria as per following details:

Location	Products serviced	Number of			Value of Minimum Stock available at all times (in Afghani)
		Software Engineers	Hardware Engineers	Hardware Staff	

- (n) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract:  
*[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (o) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (p) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (q) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Bidder Information Form

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

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

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Purchaser</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Price Schedule Forms

*[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 Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

### Price Schedule for Supply of Goods (as per Schedule of Requirements)

Currency in accordance with ITB 15						
Date: _____						
NCB No:----- MASOB/AF/G-13						
Page N° _____ of _____						
1	2	3	4	5	6	7
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms - DDP	Quantity and physical unit	Unit price DDP – Final Destination (Project Site)	Total DDP Price per line item  (Col 5x6)
<i>[insert number of the item]</i>		<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery period – keeping in view details in Section VII]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert DDP unit price]</i>	<i>[insert total price per line item]</i>

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

Signature of Bidder *[signature of person signing the Bid]*

Date *[insert date]*

1	2	3	4	5	6	7
Line Item N°	Name	Description of Goods	Delivery Period as defined by Incoterms - DDP	Quantity and physical unit	Unit price DDP	Total DDP Price per line item (Col 5x6)
1	Oracle ZFS Storage Appliance Racked System ZS7-2: ATO model family or any other brand /Equivalent/	<p>Oracle ZFS Storage Appliance Racked System ZS7-2: ATO model family</p> <p>Oracle ZFS Storage Appliance Racked System ZS7-2: ATO model family</p> <p>Oracle Premier Support for Operating Systems</p> <p>Two 1-phase high voltage 22kVA PDUs with 2P3W-IP44 plugs for EMEA and APAC, except Japan and Taiwan</p> <p>Cable: 3 meters, mini-SAS HD to mini-SAS HD, active optical (for factory installation)</p> <p>Oracle Premier Support for Operating Systems</p> <p>Oracle ZFS Storage Appliance Racked System: HP drive enclosure DE3 with twenty 1.2 TB HDDs (for factory installation)</p> <p>Oracle Premier Support for Operating Systems</p> <p>1 write-intensive 2.5-inch SAS SSD flash accelerator for drive enclosure DE3 (for factory installation)</p> <p>Oracle Premier Support for Operating Systems</p> <p>Oracle Storage Dual Port 16 Gb or 32 Gb Fibre Channel PCIe HBA with 2 transceivers, Qlogic (for factory installation)</p> <p>Oracle Premier Support for Operating Systems</p> <p>Engineered Systems 1RU filler panel</p>	2 months from the date of effective of contract	1		

## Price and Completion Schedule - Related Services (as per Schedule of Requirements)

Currencies in accordance with ITB 15						Date: _____
						RFB No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery period at place of final destination per Service - keeping in view details in Section VII]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

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

Signature of Bidder *[signature of person signing the Bid]*

Date *[insert date]*

## Form of Bid Security

### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

*[Signature(s)]*

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

---

## Form of Bid-Securing Declaration

***[PIU should include this form only if it is applicable.]***

***[The Bidder shall fill in this Form in accordance with the instructions indicated.]***

Date: *[date (as day, month and year)]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid submission]*  
RFB No.: *[insert number of RFB process]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## PROFORMA FOR PERFORMANCE STATEMENT

[Please see Para 2 of Section III-  
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last five years)

Bid No. \_\_\_\_\_

Date of opening \_\_\_\_\_  
Time \_\_\_\_\_ Hours

Name of the Bidder \_\_\_\_\_

<u>Order placed by (full address of Purchaser)</u>	<u>Order No. and date</u>	<u>Description and quantity of ordered equipment</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating reasons for late delivery, if any</u>	<u>Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)</u>
1	2	3	4	As per contract	Actual	5	6
7	8						

Signature and seal of the Bidder \_\_\_\_\_

## Section V - Eligible Countries

### **Eligibility for the Provision of Goods, Works and Non-Consulting Services in Bank-Financed Procurement**

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*.

Under ITB 4.8(b) and ITB 5.1: *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*



# Section VI - Fraud and Corruption

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

## **1. Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

## **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating

---

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



## **PART 2 – Supply Requirements**

## **Section VII - Schedule of Requirements**

### **Contents**

<b>1. List of Goods and Delivery Schedule .....</b>	<b>72</b>
<b>2. List of Related Services and Completion Schedule.....</b>	<b>73</b>
<b>3. Technical Specifications .....</b>	<b>74</b>
<b>4. Drawings .....</b>	<b>77</b>
<b>5. Inspections and Tests.....</b>	<b>78</b>
<b>6. Proforma of Acceptance Certificate to be issued by the Purchaser after acceptance of supplied Goods/Equipment.....</b>	<b>79</b>

## **Notes for Preparing the Schedule of Requirements**

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

## 1. List of Goods and Delivery Schedule

*[The PIU shall fill in this table, with the exception of the column “Bidder’s offered Delivery Period” to be filled by the Bidder]*

Line Item N°	Servers Name	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Period from the date of Contract Agreement		
						Earliest Delivery Period	Latest Delivery Period	Bidder’s offered Delivery Period <i>[to be provided by the Bidder]</i>
1	Oracle ZFS Storage ZS7-2: with Dual controller, mid- range	Oracle ZFS Storage Appliance Racked System ZS7-2: ATO model family Oracle ZFS Storage Appliance Racked System ZS7-2: ATO model family Oracle Premier Support for Operating Systems Two 1-phase high voltage 22kVA PDUs with 2P3W-IP44 plugs for EMEA and APAC, except Japan and Taiwan Cable: 3 meters, mini-SAS HD to mini-SAS HD, active optical (for factory installation) Oracle Premier Support for Operating Systems Oracle ZFS Storage Appliance Racked System: HP drive enclosure DE3 with twenty 1.2 TB HDDs (for factory installation) Oracle Premier Support for Operating Systems 1 write-intensive 2.5-inch SAS SSD flash accelerator for drive enclosure DE3 (for factory installation) Oracle Premier Support for Operating Systems Oracle Storage Dual Port 16 Gb or 32 Gb Fibre Channel PCIe HBA with 2 transceivers, Qlogic (for factory installation) Oracle Premier Support for Operating Systems Engineered Systems 1RU filler panel	1	As per specific ation\	Ministry of Finance Warehouse	2 months from the date of effective of contract	2 months from the date of effective of contract	

@ 1: The delivery period will be counted from the contract signing date

## 2. List of Related Services and Completion Schedule

*[This table shall be filled in by the PIU. The Required Completion Periods should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Period(s) of Services from the date of Contract Agreement</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services] @</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Period from the date of Contract Agreement]</i>

### 3. Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of Bids and subsequently evaluate the Bids. Therefore, well-defined TS will facilitate preparation of responsive Bids by Bidders, as well as examination, evaluation, and comparison of the Bids by the Purchaser.*
- *The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *The Bank encourages the use of metric units.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.*
- *Standards for equipment, materials, and workmanship specified in the bidding document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Borrower’s or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.*
- *Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
  - (b) *Any sustainable procurement technical requirements shall be clearly specified. Please refer to the Bank’s Procurement Regulations and Sustainable procurement guidance notes/tool kit for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit*

*point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage bidders' innovation in addressing sustainable procurement requirements, as long as the bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of bid comparisons, bidders may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.*

- (c) Detailed tests required (type and number).*
- (d) Other additional work and/or Related Services required to achieve full delivery/completion.*
- (e) Detailed activities to be performed by the Supplier, and participation of the Purchaser thereon.*
- (f) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*

*[The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc Bidding form (to be an Attachment to the Letter of Bid), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.]*

*[When the Purchaser requests that the Bidder provides in its Bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its Bid. [If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below. The Bidder shall prepare a similar table to justify compliance with the requirements]*

**“Summary of Technical Specifications.** The Goods and Related Services shall comply with following Technical Specifications and Standards:

<b><i>Item No</i></b>	<b><i>Name of Goods or Related Service</i></b>	<b><i>Technical Specifications and Standards</i></b>
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

## Detailed Technical Specifications and Standards

### ORACLE ZFS STORAGE APPLIANCE RACKED SYSTEM ZS7-2: ATO MODEL FAMILY (QUANTITY: 1 UNITS)

Item No.	Name of Goods or Related Services	Technical Description, Specification and Standards Required	Comply/ Not Comply	Quantity
		Oracle ZFS Storage Appliance Racked System ZS7-2: ATO model family or any other brand /Equivalent/		
1	Oracle ZFS Storage ZS7-2: with Dual controller, mid-range	Oracle ZFS Storage Appliance Racked System ZS7-2: ATO model family Oracle ZFS Storage Appliance Racked System ZS7-2: ATO model family Oracle Premier Support for Operating Systems Two 1-phase high voltage 22kVA PDUs with 2P3W-IP44 plugs for EMEA and APAC, except Japan and Taiwan Cable: 3 meters, mini-SAS HD to mini-SAS HD, active optical (for factory installation) Oracle Premier Support for Operating Systems Oracle ZFS Storage Appliance Racked System: HP drive enclosure DE3 with twenty 1.2 TB HDDs (for factory installation) Oracle Premier Support for Operating Systems 1 write-intensive 2.5-inch SAS SSD flash accelerator for drive enclosure DE3 (for factory installation) Oracle Premier Support for Operating Systems Oracle Storage Dual Port 16 Gb or 32 Gb Fibre Channel PCIe HBA with 2 transceivers, Qlogic (for factory installation) Oracle Premier Support for Operating Systems Engineered Systems 1RU filler panel		1
<p>Qualification Criteria for the Vendors (The bidders desirous of bidding for the project shall need to meet the following pre-qualifications.</p> <p><input type="checkbox"/> The Bidder technical resources should be competent and qualified and has past experience in respect to..</p> <ul style="list-style-type: none"> <li>- Primary and Disaster Recovery Setup</li> <li>- integrating of System, storage and application between DR Node to the existing PR Node.</li> <li>- Synchronization of Database between PR &amp; DR sites</li> <li>- The bidder will require to have past experience in installing the storage as per the RFP with the existing backup systems new and old (Setup of Backup and recovery components)</li> </ul> <p><input type="checkbox"/> The Bidder is responsible for providing a detailed network architecture and design as per the international standard.</p> <p>a. The bidder should have the proven capacity, capability and expertise for integrating the Firewall as per the RFP in the existing Pashtany Bank Infrastructure.</p> <p><input type="checkbox"/> The Bidder proposed system should be from international manufacture and should not be based on open and nonstandard hardware and software and it should comply to the requirements as requested on the RFP.</p> <p><input type="checkbox"/> All the equipment quoted should be imported and in the name of PASHTANY BANK.</p> <p>a. The equipment's and support quoted should be registered in the name of PASHTANY BANK while procuring the same from the manufacturers.</p> <p>b. Pashtany bank will varify the same with the respective vendor</p> <p><input type="checkbox"/> Authorization letter directly from the equipment manufacturer needs to be attached during the time of submission to verify the partnership.</p> <p>a. MAF issued by distributors or resellers are not valid.</p>				

- b. The bidder should be an authorized partner at the time of submission of the bid, no authorization letters will be entertained after the bid submission.
- c. Any bidder submitting a forged letter from manufacturer will be immediately removed from the list of the evaluation and his bid will be termed as invalid.
- ☐ The Bidder should have on ground qualified technical team to provide the installation and post installation support for the items requested.
- a. The CV s of the support staff should be attached along with the proposal.
- b. PASHTANY BANK has the right to verify the technical skills and support capability of the bidder's team.
- ☐ The bidder should have executed at least 2 projects of similar nature in the past with the same technical complexity as per the RFP requirements.
- a. The details of those projects along with the contact details should be provided for verification purpose.
- b. The Bidders must provide evidence of having completed at Least One Verifiable Similar Prime Contract with The Cost of Equal or More Than of the Quoted Price in Supply of IT Equipment.
- ☐ Bidder should only be an IT COMPANY WITH VALID LICENSE OF IT. Logistics, Construction and Non-IT Companies who bids will be automatically disqualified.

**Note:** The warranty is one year:

1: Manufacture Authorize Form (MAF).

2: Bidder should only be an IT COMPANY WITH VALID LICENSE OF IT. Logistics, Construction and Non-IT Companies who bids will be automatically disqualified.

## 4. Drawings

This bidding document includes *[insert “the following” or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

List of Drawings		
Drawing No.	Drawing Name	Purpose

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

- Visual inspection;
- Verification that the items are new and unused
- Confirmation of serial and part number
- Inspection for any physical damage;
- Verification of IT Equipment as per invoice..
- Any other test to ensure that the goods supplied are as per technical specification

### **Manuals and Drawings**

- (a) Before the Goods and Equipment are taken over by the Purchaser, the Supplier shall supply Operation and Maintenance Manuals together with drawings, if any. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the Equipment as stated in the specifications.
- (b) The Manuals and Drawings shall be in English and in such form and numbers as stated in the Contract.
- (c) Unless otherwise agreed, supply of the Goods and Equipment shall not be considered complete for the purpose of taking over until Manuals and Drawings have been supplied to the Purchaser.

### **For the System and other software, the following will apply:**

The Supplier shall provide complete and legal documentation of hardware, all sub-systems, operating systems, system software and the other software. The Supplier shall confirm that it has supplied licensed software for all products, whether developed by it or acquired from others.

### **Acceptance Certificates:**

On successful completion of Acceptance Test and after the Purchaser is satisfied with the operation of the Equipment/system, Acceptance Certificate signed by the Supplier and the Purchaser's representative will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Equipment/system.

## **6. Proforma of Acceptance Certificate for issue by the Purchaser after acceptance of supplied Goods/Equipment**

*[This is to be attached for supply, erection, supervision of erection and startup contracts only]*

No.

Date:

M/s.

Sub: Certificate of Acceptance of the supplied Goods/Equipment

1. This is to certify that the Equipment(s) as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has/have been installed and commissioned.

(a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the Equipment \_\_\_\_\_

(c) Quantity \_\_\_\_\_

(d) Rail/Roadways Receipt No.  
\_\_\_\_\_ dated \_\_\_\_\_

(e) Name of the consignee \_\_\_\_\_

(f) Date of Acceptance Test \_\_\_\_\_

2. Details of accessories/spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
---------------	--------------------	-------------------------------

3. The Acceptance Test has been done to our entire satisfaction and operators have been trained to operate the Equipment.

4. The Supplier has fulfilled his contractual obligations satisfactorily. \*

or

The Supplier has failed to fulfill his contractual obligations with regard to the following:

- (a)
  - (b)
  - (c)
5. The amount of recovery on account of non-supply of accessories and spares is given under Para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with Stamp \_\_\_\_\_

---

\* Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) He has supervised the installation of the Equipment(s) in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the Equipment.
- (c) Training of personnel has been done by the Supplier as specified in the contract

In the event of documents/drawings having not been supplied or installation and startup of the Equipment have been delayed on account of the Supplier, the extent of delay should always be mentioned.

## **PART 3 - Contract**

# Section VIII - General Conditions of Contract

## Table of Clauses

1. Definitions.....	84
2. Contract Documents .....	85
3. Fraud and Corruption.....	85
4. Interpretation .....	85
5. Language.....	87
6. Joint Venture, Consortium or Association .....	87
7. Eligibility.....	87
8. Notices .....	87
9. Governing Law.....	87
10. Settlement of Disputes .....	88
11. Inspections and Audit by the Bank .....	88
12. Scope of Supply .....	89
13. Delivery and Documents.....	89
14. Supplier's Responsibilities .....	89
15. Contract Price .....	89
16. Terms of Payment .....	89
17. Taxes and Duties .....	90
18. Performance Security .....	90
19. Copyright.....	90
20. Confidential Information .....	91
21. Subcontracting .....	92

<b>22. Specifications and Standards .....</b>	<b>92</b>
<b>23. Packing and Documents .....</b>	<b>92</b>
<b>24. Insurance .....</b>	<b>93</b>
<b>25. Transportation and Incidental Services.....</b>	<b>93</b>
<b>26. Inspections and Tests.....</b>	<b>93</b>
<b>27. Liquidated Damages .....</b>	<b>95</b>
<b>28. Warranty .....</b>	<b>95</b>
<b>29. Patent Indemnity.....</b>	<b>96</b>
<b>30. Limitation of Liability .....</b>	<b>97</b>
<b>31. Change in Laws and Regulations .....</b>	<b>97</b>
<b>32. Force Majeure .....</b>	<b>97</b>
<b>33. Change Orders and Contract Amendments.....</b>	<b>98</b>
<b>34. Extensions of Time.....</b>	<b>99</b>
<b>35. Termination .....</b>	<b>100</b>
<b>36. Assignment.....</b>	<b>101</b>
<b>37. Export Restriction.....</b>	<b>101</b>

## Section VIII - General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the **Special Conditions of Contract (SCC)**.
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.

- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the **SCC**.
- (p) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

## **2. Contract Documents**

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **3. Fraud and Corruption**

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **4. Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- (b) The terms EXW, CIP, FCA, CFR, DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

#### 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, 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.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

#### **10. Settlement of Disputes**

10.1 The Purchaser and the 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.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

#### **11. Inspections and Audit by the Bank**

11.1 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.

11.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or

persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

- |  |   |
|--|---|
| <b>12. Scope of Supply</b>             | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.   |
| <b>13. Delivery and Documents</b>      | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .   |
| <b>14. Supplier's Responsibilities</b> | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.   |
| <b>15. Contract Price</b>              | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the <b>SCC</b> .   |
| <b>16. Terms of Payment</b>            | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> |

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

#### **17. Taxes and Duties**

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

#### **18. Performance Security**

18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

#### **19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the

Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

**21. Subcontracting** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. 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.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as

shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**25. Transportation and Incidental Services**

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at

the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report

pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC** the Purchaser may proceed to take within a reasonable period such remedial action as may be

necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims,

demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful 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

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 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.

32.2 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.

32.3 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.

**33. Change Orders  
and Contract  
Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely

delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **35. Termination**

#### **35.1 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, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(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.

#### **35.2 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

### 35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 36. Assignment

36.1 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.

## 37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX TO GENERAL CONDITIONS

### Fraud and Corruption

*(Text in this Appendix shall not be modified)*

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



## Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(i)</b>	The Purchaser's Country is: Islamic Republic of Afghanistan
<b>GCC 1.1(j)</b>	The Purchaser is: <a href="#">The Ministry of Finance</a>
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is: <a href="#">The Ministry of Finance</a>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be <b>2010</b> .
<b>GCC 5.1</b>	The language shall be: English
<b>GCC 8.1</b>	<p>For <b><u>notices</u></b>, the Purchaser's address shall be:</p> <p>Attention:</p> <p>Floor/ Room number: <a href="#">[Second floor, department of head of procurement]</a></p> <p>City: <a href="#">Kabul</a></p> <p>ZIP Code: <a href="#">N/A</a></p> <p>Country: <a href="#">Afghanistan</a></p> <p>Telephone:</p> <p>Electronic mail address:</p>
<b>GCC 9.1</b>	The governing law shall be the law of: Islamic Republic of Afghanistan
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>(i) Contract with foreign Supplier</b></p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(ii) Contracts with Supplier from the Purchaser's country</b></p> <p>(a) In case of Dispute or difference arising between the Purchaser and the supplier relating to any matter arising out of or</p>

connected with this contract, such disputes or difference shall be settled in accordance with provisions of UNCITRAL Arbitration Rules. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Minister, in charge of the purchasing ministry.

b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Minister, in charge of the purchasing ministry, shall appoint the arbitrator. A certified copy of the order of the Minister, in charge of the purchasing ministry making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Kabul, Afghanistan, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English unless otherwise agreed by both the parties.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Afghani 25 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely Minister, in charge of the purchasing ministry

#### **Replacement of Arbitrator**

(f) Should the Arbitrator resign or die, or should the Purchaser and the supplier agree that the Arbitrator is not fulfilling his functions in accordance with the provisions of the Contract, a new Arbitrator will be jointly appointed by the Purchaser and the supplier. In case of disagreement between the Purchaser and the supplier, within 30

	<p>days, the Arbitrator shall be designated by the Minister, in charge of the purchasing ministry at the request of either party, within 14 days of receipt of such request.</p>
<b>GCC 13.1</b>	<p>Details of Shipping/Delivery and other Documents to be furnished by the Supplier are given below.</p> <p>Upon delivery of the goods to the transporter/consignee, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> <li>(i) Two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</li> <li>(ii) Two copies of delivery note, road consignment note, truck waybill, or multimodal transport document showing Purchaser as Ministry of Agriculture and Irrigation, Kabul, Islamic Republic of Afghanistan and delivery through to final destination as stated in the Contract;</li> <li>(iii) Insurance Certificate, showing the Purchaser as the beneficiary;</li> <li>(iv) Four copies of the packing list identifying contents of each package;</li> <li>(v) One original of the manufacturer's or Supplier's Warranty Certificate for items supplied;</li> <li>(vi) One original of the Supplier's Certificate of Origin covering all items supplied;</li> <li>(vii) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and two copies (where inspection is required) and or Manufacturer's test and inspection certificate for goods supplied.</li> </ul> <p>The above documents shall be received by the Purchaser before arrival of the Goods at Destination and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Certificate of Acceptance of the goods.</p> <p><u><b>Delivery time</b></u> is <b>2 Month</b> after date of contract</p>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>

<b>GCC 16.1</b>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>I. Payment for Supply of Goods/Equipment</b></p> <ul style="list-style-type: none"> <li>(i) <b>Advance Payment:</b> N/A</li> <li>(ii) <b>On Shipment/Delivery:</b> Ninety (90) percent of the Contract Price of the Goods shipped shall be paid by bank transfer on receipt of the Goods and upon submission of documents specified in GCC Clause 13.</li> <li>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the Acceptance Certificate for the respective delivery issued by the Purchaser's representative in the proforma given in Section VII - item 6.</li> <li>(iv) Bank guarantee for advance payment shall be released not later than 30 days after issuance of the Acceptance Certificate of the all items of Goods/Equipment at the final destination</li> </ul> <p><b>II. Payment of Annual Maintenance Charges</b></p> <p>Annual Maintenance Charges (AMC) will be paid by the Purchaser in equal quarterly instalments following the satisfactory completion of the Warranty obligation after submission of Performance Security (for Maintenance) as specified in SCC 18.1. Payment will be made within thirty days of receipt of claim at the end of each quarter after satisfactory completion of maintenance obligations for the relevant quarter. N/A</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60days.</p> <p>The interest rate that shall be applied is 6% per annum</p>
<b>GCC 17</b>	<p>GCC sub-clauses 17.1, 17.2 and 17.3 are substituted by the revised sub-clause 17.1 given below.</p> <p>“17.1. For all Goods supplied against this Contract whether from within or outside of the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, and local taxes such as Business Receipt Tax incurred until delivery of the contracted Goods to the Purchaser at final destination. Contract Prices are on DDP basis and hence these include all duties and taxes including Islamic Republic of Afghanistan sales tax and Business Receipt Tax.”</p>
<b>GCC 18.1</b>	<p><b>A Performance Security is: 10% of the contract value</b></p> <p>The Supplier shall provide Performance Security to the Purchaser shall be for an amount of 10% of the contract value, valid up to 60 days after the</p>

	<p>date of completion of performance obligations including warranty obligations.</p> <p>In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.</p> <p>If the Contract stipulates maintenance of the Goods/Equipment by the Supplier after the completion of Warranty Period, Supplier shall submit Performance Security (for Maintenance) for 2.5% of the Contract value excluding Annual Maintenance Charges (AMC) valid up to 30 days beyond the specified maintenance period. <b>N/A</b></p>
<b>GCC 18.3</b>	<p>The Performance Security/Securities shall be in the form of a Demand Guarantee(s) from a reputed bank from the Purchaser's/Supplier's country. If it is from Supplier's country, it shall be confirmed by the bank in Afghanistan or a bank acceptable to the Purchaser.</p> <p>Supplier shall use the Form of Performance Security provided in Section X.</p> <p>However, if Performance Security (for Maintenance) is also required to be submitted, the Form in Section X shall be adapted with appropriate changes.</p> <p>The Performance Security/Securities shall be denominated in Afghani or a freely convertible currency acceptable to the Purchaser.</p>
<b>GCC 18.4</b>	<p><b>Discharge of the Performance Security shall be as per 18.4 of GCC</b></p> <p>(a) Date of completion of the Supplier's performance obligations, including warranty obligations under the Contract; or</p> <p>(b) Receipt by the Purchaser of the fresh Performance Security for 2.5% of the Contract value excluding Annual Maintenance Charges (AMC) valid up to 30 days beyond the specified maintenance period if the Contract stipulates maintenance of the Goods/Equipment by the Supplier.</p> <p>Performance Security (for Maintenance) will be discharged by the Purchaser within 30 days of the completion of the specified maintenance period.</p>

<b>GCC 18.5</b>	<p>Add a new Clause GCC 18.5 as under.</p> <p>GCC 18.5. In the event of any amendment to the contract delivery date, the Supplier shall, within 28 days of receipt of such amendment, furnish to the Purchaser an amendment to the Performance Security from the issuing bank, rendering the same valid up to 60 days beyond the extended date of completion of performance obligations including warranty obligations.</p>
<b>GCC 23.2</b>	<p>The Supplier shall make separate packages for the Goods Consignee-wise. Each package will be marked on three sides with the following details using proper paint/indelible ink.</p> <p>(i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Supplier's Name; (v) Packing List Reference Number, and (vi) Consignee's name.</p>
<b>GCC 24.1</b>	<p>The Goods shall be insured for a value equal to 100 percent of the DDP value of the Goods from “warehouse” to “warehouse (final destination)” - and storage at final destination until acceptance of goods by the Purchaser/Consignee - on “All Risks” basis, including War Risks and Strikes.</p>
<b>GCC 25.1</b>	<p>The Supplier shall transport the Goods duly insured to the specified final destination within the Purchaser's country, defined as the Project Site, and arrange unloading of the Goods at destination and all related costs shall be included in the Contract Price.</p>
<b>GCC 25.2</b>	<p>I. Incidental services to be provided by the Supplier for which the prices are included in the Supply Price of the Goods are under: N/A</p> <p>II. Additional Services which are listed as ‘Related Services’ in the Schedule of Requirements and their prices are indicated in the Contract are as under: N/A</p>
<b>GCC 26.1</b>	<p>The inspections and tests shall be: conducted at <a href="#">Ministry of Finance</a></p>
<b>GCC 26.2</b>	<p>The Inspections and tests shall be:</p> <ul style="list-style-type: none"> <li>• Visual inspection;</li> <li>• Verification that the items are new and unused</li> <li>• Confirmation of serial and part number</li> <li>• Inspection for any physical damage;</li> </ul> <p>Verification of IT Equipment as per invoice</p>

<b>GCC 27.1</b>	The liquidated damages shall be: 0.5% of contract price per week or part thereof.
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: 10% of the Contract price.
<b>GCC 28.3</b>	<u>Option 1</u> The period of validity of the Warranty shall be: as stipulated in GCC 28.3.
<b>GCC 28.5, GCC 28.6</b>	The period for repair or replacement shall be within 30 days.
<b>GCC 28.7 (New)</b>	<b>Maintenance Service</b>
<b>GCC 28.7.1 (New)</b>	Free maintenance services shall be provided by the Supplier during the period of Warranty. After the Warranty period is over, Supplier shall undertake annual maintenance and repairs of the entire system including supply of spares etc. N/A
<b>GCC 28.7.2 (New)</b>	The maximum response time for attending to a maintenance complaint after the Warranty period from any of the destinations (i.e. time required for Supplier's maintenance engineer to report to the installations after a request call/telegram/fax is made or letter is written)
<b>GCC 33.4</b>	Provisions related to Value Engineering do not apply.



# Section X - Contract Forms

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

**Notification of Intention to Award ..... 114**

**Notification of Award - Letter of Acceptance ..... 118**

**Contract Agreement ..... 119**

**Performance Security ..... 121**

**Advance Payment Security ..... 123**

## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]***

***[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Purchaser:** *[insert the name of the Purchaser]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>

**2. Other Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

**3. Reason/s why your Bid was unsuccessful**

*[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]*

**4. How to request a debriefing**

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Purchaser]

**Email address:** [insert email address]

**Fax number:** [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

### Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [\[http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework\]](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework) provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Notification of Award - Letter of Acceptance

*[Use letterhead paper of the Purchaser]*

*[date]*

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

Subject: ***Notification of Award Contract No. . . . .***

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the bidding document.

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

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

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)

- (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, 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 the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

## Performance Security

### (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date sixty days after the expected completion date as described in GC Clause 18.4 read with corresponding SCC provision. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form,

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

---

*[signature(s)]*

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

---

*at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

## Advance Payment Security Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;  
or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

---

<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

---

*[signature(s)]*

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