

STANDARD PROCUREMENT DOCUMENT

Request for Proposals Goods

(Two-Envelope Process)

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Preface

This Standard Procurement Document (SPD) for Goods has been prepared for use in contracts financed by the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).¹ This SPD reflects the World Bank's *Procurement Regulations for IPF Borrowers*, July, 2016 as amended from time to time.

This SPD is to be used for the procurement of goods through international competitive procurement using a Request for Proposals (RFP) method, two (2) envelope process.

This SPD may be particularly useful to procure specialized Goods such as medical diagnostic imaging (MDI) equipment where application of rated criteria and performance specifications is considered to optimize value for money and enhance quality.

To obtain further information on procurement under World Bank funded projects or for question regarding the use of this SPD, contact:

Chief Procurement Officer
Standards, Procurement and Financial Management Department
The World Bank
1818 H Street, NW
Washington, D.C. 20433 U.S.A.
<http://www.worldbank.org>

¹ IBRD and IDA are generally called the World Bank. Since the procurement requirements for IBRD and IDA are identical, "World Bank" in this SPD refers to both IBRD and IDA, and "loan" refers to either an IBRD loan or an IDA credit.

Standard Procurement Document

Summary

Specific Procurement Notice

Specific Procurement Notice - Request for Proposals (RFP)

The template attached is the Specific Procurement Notice for Request for Proposals method, two-envelope process.

Request for proposals – Goods (Two-Envelope Process)

PART 1 – REQUEST FOR PROPOSAL PROCEDURES

Section I - Instructions to Proposers (ITP)

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

Section II - Proposal Data Sheet (PDS)

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

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Proposal.

Section IV - Proposal Forms

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

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 RFP process.

PART 2 – SUPPLY REQUIREMENTS

Section VII - Schedule of Requirements

This Section includes the business functions and performance Requirements, 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 contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

**Specific Procurement Notice
Template**

**Request for proposals
Goods**

(Two-Envelope RFP Process)

Country: _____

Name of Project: _____

Contract Title: _____

Loan No./Credit No./ Grant No.: _____

RFP Reference No.: *[as per the 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 contract¹for *[insert title of contract]*². *[Insert if applicable: “For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing, except for those payments, which the contract provides to be made through letter of credit.”]*
2. The *[insert name of implementing agency]* now invites sealed Proposals from eligible Proposers for *[insert brief description of Goods required, including quantities, location, delivery period, margin of preference if applicable, etc.]*³.

¹ IBRD and IDA are generally called the World Bank. Since the procurement requirements for IBRD and IDA are identical, “World Bank” in this SPD refers to both IBRD and IDA, and “loan” refers to either an IBRD loan or an IDA credit. *Substitute “contracts” where Proposals are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows: “Proposers may Propose for one or several contracts, as further defined in the RFP document.”*

² *Insert if applicable: “This contract will be jointly financed by [insert name of cofinancing agency]. Procurement process will be governed by the World Bank’s Procurement Regulations.”*

³ *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 Proposers to decide whether or not to respond to the Request for proposals. RFP document may require Proposers to have specific experience or capabilities; such qualification requirements should also be included in this paragraph.*

3. This procurement will be conducted through international competitive procurement using a Request for proposals (RFP) 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 Proposers as defined in the Procurement Regulations.
4. Interested eligible Proposers may obtain further information from [*insert name of implementing agency, insert name and e-mail of officer in charge*] and inspect the RFP 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 RFP*]⁴.
5. The RFP document in [*insert name of language*] may be purchased by interested eligible Proposers upon the submission of a written application to the address below and upon payment of a nonrefundable fee⁵ of [*insert amount in Borrower's currency or in a convertible currency*]. The method of payment will be [*insert method of payment*].⁶ The document will be sent by [*insert delivery procedure*].⁷
6. Proposals must be delivered to the address below [*state address at the end of this RFP*]⁸ on or before [*insert time and date*]. Electronic Procurement will [*will not*] be permitted. Late Proposals will be rejected. The outer Proposal envelopes marked "ORIGINAL PROPOSAL", and the inner envelopes marked "TECHNICAL PART" will be publicly opened in the presence of the Proposers' designated representatives and anyone who chooses to attend, at the address below [*state address at the end of this RFP*] on [*insert location, time and date here*]. All envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall remain unopened and will be held in safe custody of the Purchaser until the second public opening.
7. All Proposals must be accompanied by a [*insert "Proposal Security" or "Proposal-Securing Declaration," as appropriate*] of [*insert amount and currency in case of a Proposal Security*].
8. [*Insert this paragraph if applicable in accordance with the Procurement Plan: "Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful proposer's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the RFP document."*]

⁴ The office for inquiry and issuance of RFP document and that for Proposal submission may or may not be the same.

⁵ 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.

⁶ For example, cashier's check, direct deposit to specified account number, etc.

⁷ 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

⁸ Substitute the address for Proposal submission if it is different from address for inquiry and issuance of RFP document.

9. 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]

Request for proposals

Goods

(Two-Envelope RFP Process)

Procurement of:
[insert identification of the Goods]

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

Project: *[insert name of project]*

Purchaser: *[insert the name of the Purchaser's agency]*

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

Issued on: *[insert date when RFP was issued to the market]*

Standard Procurement Document

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Section I - Instructions to Proposers

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Section I - Instructions to Proposers

A. General

1. **Scope of RFP**
 - 1.1 In connection with the Specific Procurement Notice, Request for proposals (RFP), **specified in the Proposal Data Sheet (PDS)**, the Purchaser, as specified **in the PDS**, issues this request for proposals 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 RFP are specified **in the PDS**.
 - 1.2 Throughout this RFP document:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if **specified in the PDS**, 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 PDS** 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 PDS**, toward the project named **in the PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this RFP 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 a 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, Fraud and Corruption.
- 3.2 In further pursuance of this policy, proposers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and 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 Proposers

- 4.1 A Proposer may be a firm that is a private entity, a state-owned enterprise or institution (subject to ITP 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 RFP process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the PDS**, there is no limit on the number of members in a JV.
- 4.2 A Proposer shall not have a conflict of interest. Any Proposer found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this RFP process, if the Proposer:
- (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or
 - (b) receives or has received any direct or indirect subsidy from another Proposer; or
 - (c) has the same legal representative as another Proposer; or
 - (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Purchaser regarding this RFP 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 Proposal; 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 PDS** reference ITP 2.1 (the name of the project), 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 RFP document or specifications of the Contract, and/or the Proposal 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 RFP process and execution of the Contract.
- 4.3 A firm that is a Proposer (either individually or as a JV member) shall not participate in more than one Proposal, except for permitted alternative Proposals. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm that is not a Proposer or a JV member, may participate as a subcontractor in more than one Proposal.
- 4.4 A Proposer may have the nationality of any country, subject to the restrictions pursuant to ITP 4.8. A Proposer shall be deemed to have the nationality of a country if the Proposer 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 subconsultants for any part of the Contract including related Services.
- 4.5 A Proposer that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and 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 PDS**.

- 4.6 Proposers 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 Proposer shall not be under suspension from submitting Proposals by the Purchaser as the result of the operation of a Proposal-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V, Eligible Countries, 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 Proposer 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 ITP, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 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 proposals Document

- 6. Sections of RFP Document**
- 6.1 The RFP 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 ITP 8.

PART 1 RFP Procedures

- Section I - Instructions to Proposers (ITP)
- Section II – Proposal Data Sheet (PDS)
- Section III - Evaluation and Qualification Criteria
- Section IV – Proposal 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
- Section IX - Special Conditions of Contract
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for proposals (RFP) issued by the Purchaser is not part of this RFP 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-Proposal meeting (if any), or addenda to the RFP document in

accordance with ITP 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

- 6.4 The Proposer is expected to examine all instructions, forms, terms, and specifications in the RFP document and to furnish with its Proposal all information or documentation as is required by the RFP document.
7. **Clarification of RFP Document, Pre-Proposal Meeting**
- 7.1 A Proposer requiring any clarification of the RFP document shall contact the Purchaser in writing at the Purchaser's address **specified in the PDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period **specified in the PDS**. The Purchaser shall forward copies of its response to all Proposers who have acquired the RFP document in accordance with ITP 6.3, including a description of the inquiry but without identifying its source. If so **specified in the PDS**, the Purchaser shall also promptly publish its response at the web page identified **in the PDS**. Should the clarification result in changes to the essential elements of the RFP document, the Purchaser shall amend the RFP document following the procedure under ITP 8 and ITP 22.2.
- 7.2 The Proposer's designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if **provided for in the PDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.
- 7.3 The Proposer is requested to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- 7.4 Minutes of the pre-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the RFP Document in accordance with ITP 6.3. Any modification to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITP 8 and not through the minutes of the pre-Proposal meeting.
8. **Amendment of RFP Document**
- 8.1 At any time prior to the deadline for submission of Proposals, the Purchaser may amend the RFP document by issuing addenda.
- 8.2 Any addendum issued shall be part of the RFP document and shall be communicated in writing to all who have obtained the

RFP document from the Purchaser in accordance with ITP 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITP 7.1.

- 8.3 To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Purchaser may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITP 22.2.

C. Preparation of Proposals

9. **Cost of Proposals** 9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
10. **Language of Proposal** 10.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Proposer and the Purchaser, shall be written in the language **specified in the PDS**. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the PDS**, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
11. **Documents comprising Proposal** 11.1 The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope RFP process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL PROPOSAL”.
- 11.2 The **Technical Part** shall contain the following:
- (a) **Letter of Proposal- Technical Part:** prepared in accordance with ITP 12;
 - (b) **Proposal Security or Proposal-Securing Declaration:** in accordance with ITP 19.1;
 - (c) **Alternative Proposal- Technical Part:** if permissible in accordance with ITP 13, the Technical Part of any Alternative Proposal;
 - (d) **Authorization:** written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with ITP 20.3;

- (e) **Proposer's Eligibility:** documentary evidence in accordance with ITP 17 establishing the Proposer's eligibility to propose;
 - (f) **Qualifications:** documentary evidence in accordance with ITP 17 establishing the Proposer's qualifications to perform the Contract if its Proposals accepted;
 - (g) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITP 16, establishing the eligibility of the Goods and Related Services to be supplied by the Proposer;
 - (h) **Conformity:** documentary evidence in accordance with ITP 16, that the Goods and Related Services conform to the RFP document;
 - (i) any other document **required in the PDS.**
- 11.3 The **Financial Part** envelope shall contain the following:
- (a) **Letter of Proposal– Financial Part:** prepared in accordance with ITP 12 and ITP 14;
 - (b) **Price Schedules:** completed prepared in accordance with ITP 12 and ITP 14;
 - (c) **Alternative Proposal- Financial Part;** if permissible in accordance with ITP 13, the Financial Part of any Alternative Proposal;
 - (d) any other document **required in the PDS.**
- 11.4 The Technical Part shall not include any financial information related to the Proposal price. Where material financial information related to the Proposal price is contained in the Technical Part the Proposal shall be declared non-responsive.
- 11.5 In addition to the requirements under ITP 11.1, Proposals 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 Proposal shall be signed by all members and submitted with the Proposal, together with a copy of the proposed Agreement.
- 11.6 The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal.

- 12. Letters of Proposal** 12.1. The Proposer shall prepare the Letter of Proposal– Technical Part, and Letter of Proposal– Financial Part using the relevant forms furnished in Section IV, Proposal Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITP 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Proposals** 13.1. Unless otherwise **specified in the PDS**, Alternative Proposals shall not be considered.
- 14. Proposal prices and Discounts**
- 14.1 The prices and discounts quoted by the Proposer in the Letter of Proposal- Financial Part 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 Proposal- Financial Part, in accordance with ITP 12.1 shall be the total price of the Proposal, excluding any discounts offered.
- 14.4 The Proposer shall quote any discounts and indicate the methodology for their application in the Letter of Proposal- Financial Part, in accordance with ITP 12.1.
- 14.5 Prices quoted by the Proposer shall be fixed during the Proposer’s performance of the Contract and not subject to variation on any account, unless otherwise **specified in the PDS**. A Proposal submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITP 30. However, if in accordance with **the PDS**, prices quoted by the Proposer shall be subject to adjustment during the performance of the Contract, a Proposal 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 ITP 1.1, Proposals are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the PDS**, 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. Discounts that are conditional on the award of more than one lot will not be considered for proposal evaluation purpose.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the PDS**.

- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Proposal Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Proposals 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 Proposer shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Proposer 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 manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Proposer; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the PDS**.
 - (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the PDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the PDS**;
 - (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Proposer; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the PDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 15. Currencies of Proposal and Payment**
- 15.1 The currency(ies) of the Proposal and the currency(ies) of payments shall be the same. The Proposer shall quote in the currency of the Purchaser’s Country the portion of the Proposal price that corresponds to expenditures incurred in the currency of the Purchaser’s country, unless otherwise specified **in the PDS**.
- 15.2 The Proposer may express the Proposal price in any currency. If the Proposer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country.
- 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 ITP 5, Proposers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Proposal Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the RFP document, the Proposer shall furnish as part of its Proposal 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 Proposer 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 PDS** 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 Proposer 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 Proposer**

- 17.1 To establish Proposer's eligibility in accordance with ITP 4, Proposers shall complete the Letter of Proposal– Technical Part, included in Section IV, Proposal Forms.
- 17.2 The documentary evidence of the Proposer's qualifications to perform the Contract, if its Proposal is accepted, shall establish to the Purchaser's satisfaction:
- (a) that, if required **in the PDS**, a Proposer 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, Proposal 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 PDS**, in case of a Proposer not doing business within the Purchaser's Country, the Proposer 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 Proposer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Proposals

- 18.1. Proposals shall remain valid until the date **specified in the PDS** or any extended date if amended by the Purchaser in accordance with ITP 8. A Proposal that is not valid until the date **specified in the PDS**, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Proposal validity, the Purchaser may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a Proposal Security is requested (in accordance with ITP 19), it shall also be extended for twenty-eight days (28) beyond the deadline of the extended validity period. A Proposer may refuse the request without forfeiting its Proposal Security. A Proposer granting the request shall not be required or permitted to modify its Proposal, except as provided in ITP 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Proposal validity specified in accordance with ITP 18.1, the Contract price shall be determined as follows:
 - (a) In the case of fixed price contracts, the Contract price shall be the Proposal price adjusted by the factor **specified in the PDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, Proposal evaluation shall be based on the Proposal price without taking into consideration the applicable correction from those indicated above.

19. Proposal Security

- 19.1. The Proposer shall furnish, as part of the Technical Part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security, as specified **in the PDS**, in original form and, in the case of a Proposal security, in the amount and currency specified **in the PDS**.
- 19.2. A Proposal Securing Declaration shall use the form included in Section IV, Proposal Forms.
- 19.3. If a Proposal Security is specified pursuant to ITP 19.1, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer'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
- (d) another security **specified in the PDS**,

from a reputable source from 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 Proposal submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Proposal security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms, or in another substantially similar format approved by the Purchaser prior to Proposal submission. The Proposal security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under ITP 18.2.

- 19.4. If a Proposal Security is specified pursuant to ITP 19.1, any Proposal not accompanied by a substantially responsive Proposal Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Proposal Security is specified pursuant to ITP 19.1, the Proposal Security of unsuccessful Proposers shall be returned as promptly as possible upon the successful Proposer's signing the contract and furnishing the Performance Security pursuant to ITP 53.
- 19.6. The Proposal Security of the successful Proposer shall be returned as promptly as possible once the successful Proposer has signed the Contract and furnished the required performance security.
- 19.7. The Proposal Security may be forfeited:
 - (a) if a Proposer withdraws its Proposal prior to the expiry date of Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
 - (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with ITP 52; or

(ii) furnish a performance security in accordance with ITP 53.

19.8. The Proposal Security or Proposal-Securing Declaration of a JV must be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal security or Proposal-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITP 4.1 and ITP 11.5.

19.9. If a Proposal security is **not required in the PDS**, and

- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal, or any extended date provided by the Proposer, or
- (b) if the successful Proposer fails to: sign the Contract in accordance with ITP 52; or furnish a performance security in accordance with ITP 53;

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

20. Format and Signing of Proposal

20.1 The Proposer shall prepare the Proposal, in accordance with ITP 11 and ITP 21.

20.2 Proposers shall mark as “CONFIDENTIAL” information in their Proposals 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 Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Proposer. This authorization shall consist of a written confirmation as **specified in the PDS** and shall be attached to the Proposal. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.

20.4 In case the Proposer is a JV, the Proposal 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 Proposal.

D. Submission of Proposals

21. Sealing and Marking of Proposals

- 21.1 The Proposer shall deliver the Proposal in two separate, sealed **envelopes** (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked “ORIGINAL PROPOSAL”.
- 21.2 In addition, the Proposer shall submit copies of the Proposal in the number specified **in the PDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked “PROPOSAL COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Proposals are permitted in accordance with ITP 13, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE PROPOSAL– TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE PROPOSAL– FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE PROPOSAL– ORIGINAL”, the copies of the alternative Proposal will be placed in separate sealed envelopes marked “ALTERNATIVE PROPOSAL– COPIES OF TECHNICAL PART”, and “ALTERNATIVE PROPOSAL– COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE PROPOSAL- COPIES”
- 21.3 The envelopes marked “ORIGINAL PROPOSAL” and “PROPOSAL COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE PROPOSAL”) shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.
- 21.4 All inner and outer envelopes, shall:
- (a) bear the name and address of the Proposer;
 - (b) be addressed to the Purchaser in accordance with ITP 22.1;
 - (c) bear the specific identification of this RFP process indicated in ITP 1.1; and

- (d) bear a warning not to open before the time and date for Proposal opening.
- 21.5 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Proposal.
- 22. Deadline for Submission of Proposals**
 - 22.1. Proposals must be received by the Purchaser at the address and no later than the date and time specified **in the PDS**. When so specified **in the PDS**, Proposers shall have the option of submitting their Proposals electronically. Proposers submitting Proposals electronically shall follow the electronic Proposal submission procedures specified **in the PDS**.
 - 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP document in accordance with ITP 8, in which case all rights and obligations of the Purchaser and Proposers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Proposals**
 - 23.1. The Purchaser shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITP 22. Any Proposal received by the Purchaser after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.
- 24. Withdrawal, Substitution, and Modification of Proposals**
 - 24.1. A Proposer may withdraw, substitute, or modify its Proposal 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 ITP 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITP 20 and ITP 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 Proposals, in accordance with ITP 22.
 - 24.2. Proposals requested to be withdrawn in accordance with ITP 24.1 shall be returned unopened to the Proposers.
 - 24.3. No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the

Proposer on the Letter of Proposal and repeated in the Letter of Proposal- Financial Part, or any extension thereof.

E. Public Opening of Technical Parts of Proposals

- 25. Public Opening of Technical Parts of Proposals**
- 25.1. Except as in the cases specified in ITP 23 and ITP 24.2, the Purchaser shall, at this Proposal opening, publicly open and read out, in accordance with this ITP, all Proposals received by the deadline at the date, time and place **specified in the PDS** in the presence of Proposers' designated representatives and anyone who chooses to attend. Any specific electronic Proposal opening procedures required if electronic Procurement is permitted in accordance with ITP 22.1, shall be as specified **in the PDS**.
- 25.2. First, the written notice of withdrawal in the envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Proposer. 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 Proposer, the corresponding Proposal will be opened. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 25.3. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Proposal being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening. Only Proposals that are opened and read out at Proposal opening shall be considered further.
- 25.5. Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "FINANCIAL PART" shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Proposals. On opening the envelopes marked "TECHNICAL PART" the Purchaser shall read out: the name of the Proposer and whether there is a modification; and Alternative Proposal the presence or absence

- of a Proposal Security, if required and any other details as the Purchaser may consider appropriate.
- 25.6. Only Technical Parts of Proposals and Alternative Proposal-Technical Parts that are read out at Proposal opening shall be considered further in the evaluation. The Letter of Proposal-Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Purchaser attending Proposal opening in the manner specified **in the PDS.**
- 25.7. At the Proposal opening the Purchaser shall neither discuss the merits of any Proposal nor reject any Proposal(except for late Proposals, in accordance with ITP 23.1).
- 25.8. Following the opening of the Technical Parts of the Proposal the Purchaser shall prepare a record that shall include, as a minimum:
- (a) the name of the Proposer and whether there is a withdrawal, substitution, or modification;
 - (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”;
 - (c) the presence or absence of a Proposal Security or Proposal-Securing Declaration; and
 - (d) if applicable, any Alternative Proposal- Technical Part;
- 25.9. The Proposers’ representatives who are present shall be requested to sign the record. The omission of a Proposer’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 Proposers.

F. Evaluation of Proposals - General Provisions

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Proposals and recommendation of contract award, shall not be disclosed to Proposers, or any other persons not officially concerned with the RFP process, until after the Purchaser transmits to all Proposers the Notification of Intention to Award the Contract in accordance with ITP 47.1.
- 26.2 Any effort by a Proposer to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Proposal.
- 26.3 Notwithstanding ITP 26.2, from the time of Proposal opening to the time of Contract Award, if any Proposer wishes to contact

the Purchaser on any matter related to the RFP process, it should do so in writing.

27. Clarification of Proposals

- 27.1 To assist in the examination, evaluation, comparison of the Proposals, and qualification of the Proposers, the Purchaser may, at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer in respect to its Proposal 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 Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Proposals, in accordance with ITP 36.
- 27.2 If a Proposer does not provide clarifications of its Proposal by the date and time set in the Purchaser's request for clarification, it's Proposal may be rejected.

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of Proposals, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the RFP document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP document; and
- 28.2 "Omission" is the failure to submit part or all of the information or documentation required in the RFP document.

29. Nonconformities, Errors and Omissions

- 29.1 Provided that a Proposal is substantially responsive, the Purchaser may waive any nonconformities in the Proposal.
- 29.2 Provided that a Proposal is substantially responsive, the Purchaser may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.
- 29.3 Provided that a Proposal is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the

average price of the item or component quoted by substantially responsive Proposals. If the price of the item or component cannot be derived from the price of other substantially responsive Proposals, the Employer shall use its best estimate.

G. Evaluation of Technical Parts of Proposals

- 30. Determination of Responsiveness of Technical Part**
- 30.1 The Purchaser will examine the Technical Part including any alternatives submitted by Proposers, to determine whether they are complete, have been properly signed, and are generally in order.
- 30.2 The Purchaser’s determination of a Technical Part’s substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that materially conforms to the requirements of the RFP 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 Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the RFP Document, the Purchaser’s rights or the Proposer’s obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals.
- 30.3 Provided that a Technical Part is substantially responsive, the Purchaser may waive any nonmaterial nonconformity in the Proposal.
- 30.4 Provided that a Proposal is substantially responsive, the Purchaser may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.
- 31. Qualification of the Proposers**
- 31.1 The Purchaser shall determine, to its satisfaction, whether all eligible Proposers, whose Proposals have been determined to be substantially responsive to the RFP document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

31.2 The determination shall be based upon an examination of the documentary evidence of the Proposer's qualifications submitted by the Proposer, pursuant to ITP 17. The determination shall not take into consideration the qualifications of other firms such as the Proposer's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the RFP document), or any other firm different from the firm.

32. Evaluation of Technical Parts

32.1 For Proposers that have been determined to be qualified, with Proposals that have been determined to be substantially responsive, the Purchaser shall apply the criteria and methodologies **described in the PDS** and Section III, Evaluation and Qualification, to evaluate the Technical Parts. No other evaluation criteria or methodologies shall be permitted.

H. Public Opening of Financial Parts of Proposals

33. Public Opening of Financial Parts

33.1 Following the completion of the evaluation of the Technical Parts of Proposals, the Purchaser shall:

- (a) notify in writing those Proposers whose Proposals were considered substantially non-responsive to the requirements in the RFP, advising them of the following information:
 - (i) the grounds on which their Technical Part has been considered to be non-responsive;
 - (ii) their envelope marked "Financial Part" will be returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract;
- (b) simultaneously, notify in writing those Proposers whose Proposals were considered substantially responsive to the requirements in the RFP, advising them that their Proposal has been evaluated as substantially responsive to the RFP; and
- (c) notify all Proposers in accordance with the one of following two options:
 - (i) Option 1: when BAFO or Negotiations do not apply, the date, time and location of the public opening of the envelopes marked 'Financial Part', or;

- (ii) Option 2: when BAFO or Negotiations apply as **specified in the PDS, ITP 42 and ITP 43** respectively, that:
 - a. the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Purchaser; and
 - b. the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the Contract is issued

The opening date should allow Proposers sufficient time to make arrangements for attending the opening.

- 33.2 When **the PDS** states that BAFO or Negotiations do not apply, the Financial Parts will be opened in public by the Purchaser in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. Proposers who met the Qualification Criteria and whose Proposals were evaluated as substantially responsive will have their envelopes marked “FINANCIAL PART” opened at the second public opening. Each envelope marked “Financial Part” shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Purchaser.
- 33.3 The Purchaser shall read out the names of each Proposer, the total Proposal Price, per lot (contract) if applicable, including any discounts, the presence or absence of an Alternative Proposal, Proposal Security or Proposal-Securing Declaration, if required and any other details as the Purchaser may consider appropriate.
- 33.4 Only envelopes of Financial Part of Proposals, Financial Parts of Alternative Proposals and discounts that are opened and read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial and the Financial Part (Price schedules) are to be initialed by representatives of the Purchaser attending the opening of the Financial Part in the manner **specified in the PDS**.
- 33.5 The Purchaser shall neither discuss the merits of any Proposal nor reject any envelopes marked “FINANCIAL PART”.

- 33.6 The Purchaser shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices, per lot (contract) if applicable, including any discounts;
 - (c) if applicable, any Alternative Proposal - Financial Part.
- 33.7 The Proposers whose envelopes marked “Financial Part” have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Proposer’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 Proposers.
- 34. Closed opening of Financial Parts (BAFO or Negotiations)**
- 34.1 When **the PDS** states that BAFO or Negotiations do apply, the Financial Parts will not be opened in public, and will be opened in a closed opening in the presence of a Probity Assurance Provider appointed by the Purchaser.
- 34.2 At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall record the names of each Proposer, and the total Proposal prices and any other details as the Purchaser may consider appropriate. The Letter of Proposal - Financial are to be initialed by representatives of the Purchaser attending the public opening and by the Probity Assurance Provider.
- 34.3 The Purchaser shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices including any discounts; and
 - (c) the Probity Assurance Provider’s report of the opening of the Financial Part.
- 34.4 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Purchaser and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the Contract.

I. Evaluation of Financial Parts

35. Evaluation of Financial Parts

- 35.1 To evaluate the Financial Part of each Proposal, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified **in the PDS**; and the Proposal Price as quoted in accordance with ITP 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITP 36.1;
 - (c) price adjustment due to discounts offered in accordance with ITP 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITP 37;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITP 29.3; and
 - (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
- 35.2 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 Proposal evaluation.
- 35.3 If this RFP allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Proposal using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot, or slice shall not be considered for proposal evaluation.**
- 35.4 The Purchaser's evaluation of a Proposal will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Proposer;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Proposer;

- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Proposal.
- 35.5 The Purchaser's evaluation of a Proposal may require the consideration of other factors, in addition to the Proposal price quoted in accordance with ITP 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 Proposals, unless otherwise **specified in the PDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITP 34.1 (f).
- 36. Correction of Arithmetical Errors**
- 36.1 In evaluating the Financial Part of each Proposal, 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.
- 36.2 Proposers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITP 36.1 and ITP 36.2, shall result in the rejection of the Proposal.
- 37. Conversion to Single Currency**
- 37.1 For evaluation and comparison purposes, the currency(ies) of the Proposals shall be converted in a single currency as specified **in the PDS**.
- 38. Margin of Preference**
- 38.1 Unless otherwise specified **in the PDS**, a margin of preference shall not apply.

- 39. Comparison of Financial Parts**
- 39.1 The Purchaser shall compare the evaluated costs of the Proposals to determine the Proposal that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 40. Abnormally Low Proposals**
- 40.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns with the Purchaser as to the capability of the Proposer to perform the Contract for the offered Proposal Price.
- 40.2 In the event of identification of a potentially Abnormally Low Proposal, the Purchaser shall seek written clarification from the Proposer, including a detailed price analyses of its Proposal price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.
- 40.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Proposer has failed to demonstrate its capability to perform the contract for the offered Proposal price, the Purchaser shall reject the Proposal.

J. Combined Evaluation - Technical and Financial Parts

- 41. Evaluation of combined Technical and Financial Parts**
- 41.1 The Purchaser shall undertake the combined evaluation of Technical and Financial Parts by applying the weightings described in Section III, Evaluation and Qualification Criteria. This results in combined Technical and Financial scores. From these combined scores the Purchaser will rank the Proposals, from the highest score (highest ranked Proposal), to the lowest score (lowest ranked Proposal).
- 42. Best and Final Offer (BAFO)**
- 42.1 If **specified in the PDS**, the Purchaser may invite Proposers to submit their BAFOs. This may happen following the combined evaluation of Technical and Financial Parts, and before the award of Contract. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified functional and/or performance requirements in accordance with the RFP. Proposers are not obliged to submit

a BAFO. Where BAFO is used there shall be no Negotiations after BAFO.

42.2 When BAFOs are requested the submission of BAFOs, including the opening of the Technical Parts and Financial Parts and the evaluation of BAFOs will follow the procedures described for the Technical, Financial and combined evaluation above, as appropriate.

43. Negotiations

43.1 If **specified in the PDS**, the Purchaser may conduct Negotiations. This may happen following the combined evaluation of Technical and Financial Parts), and before the award of Contract. The procedure of the Negotiations will be **specified in the PDS**. Negotiations will apply a two-envelope procurement process.

43.2 Negotiations shall be held in the presence of Probitry Assurance Provider appointed by the Purchaser.

43.3 Negotiations may address any aspect of the Contract so long as they do not change the specified business function and performance requirements.

43.4 The Purchaser may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Purchaser may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the ranking until a successful negotiated outcome is achieved.

44. Most Advantageous Proposal

44.1 Following the combined evaluation of Technical and Financial Parts, as **specified in the PDS**, and before the award of Contract, and if applicable after applying BAFO, or Negotiations, the Purchaser shall determine the Most Advantageous Proposal.

44.2 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:

- (a) substantially responsive to the RFP; and
- (b) the highest ranked Proposal.

45. Purchaser's Right to Accept Any Proposal, and to Reject Any or All Proposals

45.1 The Purchaser reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to Contract Award, without thereby incurring any liability to Proposers. In case of annulment, all Proposals submitted and specifically, Proposal securities, shall be promptly returned to the Proposers.

- 46. Standstill Period** 46.1 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 ITP 51. The Standstill Period commences the day after the date the Purchaser has transmitted to each Proposer the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 47. Notification of Intention to Award** 47.1 The Purchaser shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Proposer submitting the successful Proposal;
 - (b) the Contract price of the successful Proposal;
 - (c) the total combined score of the successful Proposal;
 - (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical scores (if applicable);
 - (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notification is addressed) was unsuccessful;
 - (f) the expiry date of the Standstill Period; and
 - (g) instructions on how to request a debriefing or submit a complaint during the standstill period.

K. Award of Contract

- 48. Award Criteria** 48.1 Subject to ITP 41, the Purchaser shall award the Contract to the successful Proposer. This is the Proposer whose Proposal has been determined to be the Most Advantageous Proposal as specified in ITP 45.
- 49. Purchaser's Right to Vary Quantities at Time of Award** 49.1 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 in the PDS**, and without any change in the unit prices or other terms and conditions of the Proposal and the RFP document.

50. Notification of Award

- 50.1 Prior to the date of expiry of the Proposal validity and upon expiry of the Standstill Period, specified in ITP 46.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Proposer, in writing, that its Proposal 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”).
- 50.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser 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 Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;
 - (d) names of all Proposers whose Proposals were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
 - (e) the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Proposer’s Beneficial Ownership Disclosure Form, if **specified in PDS 52.1**.
- 50.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.
- 50.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

51. Debriefing by the Purchaser

- 51.1 On receipt of the Purchaser’s Notification of Intention to Award referred to in ITP 47.1, an unsuccessful Proposer 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 Proposers whose request is received within this deadline.

- 51.2 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 Proposers of the extended standstill period
- 51.3 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.
- 51.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposers shall bear their own costs of attending such a debriefing meeting.

52. Signing of Contract

- 52.1 The Purchaser shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement, and, if **specified in the PDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 52.2 The successful Proposer shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 52.3 Notwithstanding ITP 52.2 above, in case signing of the Contract Agreement is prevented by 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, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Proposer shall not be bound by its

Proposal, always provided however, that the Proposer can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Proposer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

53. Performance Security

53.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Proposer, 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. If the Performance Security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

53.2 Failure of the successful Proposer 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 Proposal Security. In that event the Purchaser may award the Contract to the Proposer offering the Most Advantageous Proposal.

54. Procurement Related Complaint

54.1 The procedures for making a Procurement-related Complaint are as **specified in the PDS**.

Section II - Proposal Data Sheet (PDS)

The following specific data for the Goods to be procured shall complement, supplement, and/or amend the provisions in the Instructions to Proposers (ITP). Whenever there is a conflict, the provisions herein shall prevail over those in ITP.

[Where an e-procurement system is used, modify the relevant parts of the PDS accordingly to reflect the e-procurement process.]

[Instructions for completing the Proposal Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITP.]

ITP Reference	A. General
ITP 1.1	<p>The reference number of the Request for proposals (RFP) is : <i>[insert reference number of the Request for proposals]</i> _____</p> <p>The Purchaser is: <i>[insert name of the Purchaser]</i> _____</p> <p>The name of the RFP is: <i>[insert name of the RFP]</i> _____</p> <p>The number and identification of lots (contracts) comprising this RFP is: <i>[insert number and identification of lots (contracts)]</i> _____</p>
ITP 1.2(a)	<p><i>[delete if not applicable]</i></p> <p>Electronic-Procurement System</p> <p>The Purchaser shall use the following electronic-procurement system to manage this RFP process:</p> <p><i>[insert name of the e-system and url address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the RFP process:</p> <p><i>[list aspects here and modify the relevant parts of the PDS accordingly e.g. issuing RFP document, submissions of Proposals, opening of Proposals]</i></p>
ITP 2.1	<p>The Borrower is: <i>[insert name of the Borrower and statement of relationship with the Purchaser, if different from the Borrower. This insertion should correspond to the information provided in the RFP]</i></p> <p>Loan or Financing Agreement amount: <i>[insert US\$ equivalent]</i></p> <p>_____</p> <p>The name of the Project is: <i>[insert name of the project]</i> _____</p>

ITP 4.1	Maximum number of members in the Joint Venture (JV) shall be: <i>[insert a number]</i> _____
ITP 4.5	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr .
B. Contents of RFP Document	
ITP 7.1	<p>For <u>Clarification of Proposal purposes</u> only, the Purchaser’s address is: <i>[insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITP 22.1 for Proposal submission]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: : <i>[insert name of country]</i></p> <p>Telephone: <i>[insert telephone number, including country and city codes]</i></p> <p>Facsimile number: <i>[insert fax number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert email address, if applicable]</i></p> <p>Requests for clarification should be received by the Purchaser no later than: <i>[insert no. of days]</i>.</p> <p>Web page: <i>[in case used, identify the website with free access where RFP process information is published]</i>_____</p>
ITP 7.4	<p>A Pre-Proposal meeting_____ take place at the following date, time and place:</p> <p>Date: _____</p> <p>Time: _____</p> <p>Place: _____</p> <p><i>[A pre-proposal meeting (this may be virtual) is recommended. This would help the Proposers to better understand the requirements. This would also be an opportunity for the Purchaser to get feedback on its requirements and issue amendments if required. If there are related Services that would benefit from a site visit, consider making a provision for site visit. This may also be virtual.]</i></p>

	C. Preparation of Proposals
ITP 10.1	<p>The language of the Proposal is: <i>[insert “English” or” Spanish” or “French”]</i>.</p> <p><i>[Note: In addition to the above language, and if agreed with the Bank, the Purchaser has the option to issue translated versions of the RFP document in another language which should either be: (a) the national language of the Purchaser; or (b) the language used nation-wide in the Purchaser’s country for commercial transactions. In such case, the following text shall be added:]</i></p> <p><i>[In addition, the RFP document is translated into the [insert national or nation-wide used] language [if there are more than one national or nation-wide used language, add “and in the _____” [insert the second national or nation-wide language.] Proposals shall have the option to submit their Proposal in any one of the languages stated above. Proposers shall not submit Proposals in more than one language.]</i></p> <p>All correspondence exchange shall be in _____ language.</p> <p>Language for translation of supporting documents and printed literature is _____ <i>[specify one language]</i>.</p>
ITP 11.2 (i) & 11.3 (d)	<p>The Proposer shall submit the following additional documents in its Proposal:</p> <p><i>[list any additional document not already listed in ITP 11.2 and 11.3 that must be submitted with the Proposal]</i></p>
ITP 13.1	<p>Alternative Proposals (Technical and Financial Parts) <i>[insert “shall be” or “shall not be”]</i> _____ considered.</p> <p><i>[If Alternative Proposals shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]</i></p>
ITP 14.5	<p>The prices quoted by the Proposer <i>[insert “shall “or “shall not”]</i> be subject to adjustment during the performance of the Contract.</p>
ITP 14.6	<p>Prices quoted for each lot (contract) shall correspond at least to <i>[insert figure]</i> percent of the items specified for each lot (contract).</p> <p>Prices quoted for each item of a lot shall correspond at least to <i>[insert figure]</i> percent of the quantities specified for this item of a lot.</p>
ITP 14.7	<p>The Incoterms edition is: <i>[insert relevant edition]</i>.</p>

ITP 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): <i>[insert name of location where the Goods are to be actually used]</i>
ITP 14.8 (b)(i)	Place of Destination: <i>[insert named Place of destination as per Incoterm used]</i>
ITP 15.1	The Proposer <i>[insert “is” or “is not”]</i> _____ required to quote in the currency of the Purchaser’s Country the portion of the Proposal price that corresponds to expenditures incurred in that currency.
ITP 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): _____ <i>[insert duration]</i>
ITP 17.2 (a)	Manufacturer’s authorization is: _____ <i>[insert “required” or “not required”]</i>
ITP 17.2 (b)	After sales service is: _____ <i>[insert “required” or “not required”]</i>
ITP 18.1	The Proposal shall be valid until: <i>[insert day, month and year, taking into account reasonable time needed to complete the proposal evaluation, obtain necessary approvals and the Bank’s No-objection (if subject to prior review).]</i>
ITP 18.3 (a)	The Proposal price shall be adjusted by the following factor(s): _____ <i>[The local currency portion of the Contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the Contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.]</i>
ITP 19.1	<p><i>[If a Proposal Security shall be required, a Proposal-Securing Declaration shall not be required, and vice versa.]</i></p> <p><i>[Note: using this Two-envelope RFP process requires placing the Proposal Security in the first envelope-Technical Part: this is only possible if the amount of the Proposal Security is a fixed amount for all participant Proposers]</i></p> <p>A Proposal Security <i>[insert “shall be” or “shall not be”]</i> _____ required.</p> <p>A Proposal-Securing Declaration <i>[insert “shall be” or “shall not be”]</i> _____ required.</p> <p>If a Proposal Security shall be required, the amount and currency of the Proposal Security shall be _____</p>

	<p><i>[If a Proposal security is required, insert amount and currency of the Proposal security. Otherwise insert "Not Applicable".] [In case of lots, please insert amount and currency of the Proposal Security for each lot]</i></p> <p><i>[Note: Proposal Security is required for each lot as per amounts indicated against each lot. Proposers have the option of submitting one Proposal Security for all lots (for the combined total amount of all lots) for which Proposals have been submitted, however if the amount of Proposal Security is less than the total required amount, the Purchaser will determine for which lot or lots the Proposal Security amount shall be applied.]</i></p>
ITP 19.3 (d)	<p>Other types of acceptable securities:</p> <hr/> <p><i>[Insert names of other acceptable securities. Insert "None" if no Proposal security is required under provision ITP 19.1 or if Proposal security is required but no other forms of Proposal securities besides those listed in ITP 19.3 (a) through (c) are acceptable.]</i></p>
ITP 19.9	<p><i>[Delete if not applicable: The following provision should be included and the required corresponding information inserted <u>only</u> if a Proposal security is not required under provision ITP 19.1 and the Purchaser wishes to declare the Proposer ineligible to be awarded a contract for a period of time should the Proposer perform any of the actions mentioned in provision ITP 19.9 (a) and (b). Otherwise omit.]</i></p> <p>If the Proposer performs any of the actions prescribed in subparagraphs ITP 19.9 (a) or (b), the Borrower will declare the Proposer ineligible to be awarded contracts by the Purchaser for a period of _____ <i>[insert period of time]</i> years.</p>
ITP 20.3	<p>The written confirmation of authorization to sign on behalf of the Proposer shall consist of: <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Proposal].</i>_____</p>
D. Submission of Proposals	
ITP 21.2	<p>In addition to the original of the Proposal, the number of copies is: <i>[insert number of copies]</i>_____.</p>
ITP 22.1	<p>For <u>Proposal submission purposes</u> only, the Purchaser's address is: <i>[This address may be the same as or different from that specified under provision ITP 7.1 for clarifications]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p>

	<p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>ZIP/Postal Code: <i>[insert postal (ZIP) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p><i>[Note: The time allowed for the preparation and submission of Proposals shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Business Days, unless otherwise agreed with the Bank.]</i></p> <p>The deadline for Proposal submission is:</p> <p>Date: <i>[insert day, month, and year e.g. 15 June, 2016]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p> <p><i>[Note: The date and time should be the same as those provided in the Specific Procurement Notice - Request for proposals, unless subsequently amended pursuant to ITP 22.2]</i></p> <p>Proposers <i>[insert “shall” or “shall not”]</i> have the option of submitting their Proposals electronically.</p> <p><i>[Note: The following provision should be included and the required corresponding information inserted <u>only</u> if Proposers have the option of submitting their Proposals electronically. Otherwise omit.]</i></p> <p>The electronic Proposal submission procedures shall be: <i>[insert a description of the electronic Proposal submission procedures.]</i></p>
	<p>E. Public Opening of Technical Parts</p>
<p>ITP 25.1</p>	<p>The Proposal opening shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert day, month, and year, e.g. 15 June, 2016]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m. e.g. 10:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Proposals in ITP 22]</i></p>

	<p><i>[Note: The following provision should be included and the required corresponding information inserted only if Proposers have the option of submitting their Proposals electronically. Otherwise omit.]</i></p> <p>The electronic Proposal opening procedures shall be: <i>[insert a description of the electronic Proposal opening procedures.]</i></p>
ITP 25.6	<p>The Letter of Proposal- Technical Part and the sealed envelope marked “Second Envelope - Financial Part” shall be initialed by _____ <i>[insert number]</i> representatives of the Purchaser conducting Proposal opening. ____ <i>[Insert procedure: Example: Each Proposal shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Purchaser, etc.]</i></p>
G. Evaluation of Technical Parts of Proposals	
ITP 32.1	<p>The technical factors and sub factors and the corresponding scores out of 100% are:</p> <p>1. _____</p> <p>2. _____</p> <p>3. ____..._____</p> <p><i>[Insert specific appropriate technical factors and sub factors. The technical factors to be specified should consider the factors to be evaluated in accordance with PDS 35.5 to ensure that the same attribute is not evaluated twice.</i></p> <p><i>The scores should be allocated in terms of relative significance of the technical factors.]</i></p> <p><i>[The technical factors to be evaluated and corresponding scores may vary depending on the scope, complexity, risks and market. The technical factors to be specified should consider the evaluation criteria specified in in PDS 35.5 so that the same attribute is not evaluated twice. For example, for medical diagnostic imaging (MDI) equipment, some of the considerations for setting the technical factors may include functional adequacy, proposed layout and suitability to the facility layout, reliability, clinical effectiveness, safety, quality of proposed service levels and capabilities including support arrangements and availability of spare parts, warranty arrangements, quality of proposed training, environmental effects including sustainability. For further details in this regard, refer to: http://pubdocs.worldbank.org/en/258511553620191211/Procurement-Guidance-MDI-Equipment-Buyers.pdf.]</i></p>
H. Opening of Financial Parts of Proposals	

<p>ITP 33.1 (c) (i)</p>	<p><i>[In addition to the notification in ITP 33.1 (c) (i), the Purchaser shall include one or both of the following two options]</i></p> <p><i>[Option 1, if available]</i> In addition to the notification in ITP 33.1 (c) (i), the Purchaser shall publish a notice of the public opening of the Financial Parts on its website.</p> <p><i>[Option 2]</i> Any interested party who wishes to attend this public opening may contact <i>[insert name and contact details for responsible officer]</i> and request to be notified of the location, date and time of the public opening of Financial Parts. The request should be made before the deadline for submission of Proposals, stated above.</p>
	<p>I. Evaluation of Financial Parts</p>
<p>ITP 35.1(a)</p>	<p>Evaluation will be done for.....<i>[Select Items or Lots(contracts)]</i></p> <p>Note:</p> <p><i>[Select one of the two sample clauses below as appropriate:</i></p> <p><i>“Proposals will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Proposer”.</i></p> <p><i>Or</i></p> <p><i>“Proposals will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Proposal, and provided that the Proposal is substantially responsive, the average price of the item quoted by substantially responsive Proposers will be added to the Proposal price and the equivalent total cost of the Proposal so determined will be used for price comparison.”]</i></p>
<p>ITP 35.5</p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p> <p>(a) Deviation in Delivery schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(b) Deviation in payment schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p>

	<p>(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Proposal: <i>[insert Yes or No, If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment <i>[insert Yes or No, If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(f) the performance and productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(g) <i>[insert any specific criteria in Section III, Evaluation and Qualification Criteria].</i></p>
ITP 37.1	<p>The currency that shall be used for Proposal evaluation and comparison purposes to convert at the selling exchange rate all Proposal prices expressed in various currencies into a single currency is: <i>[Insert name of currency]</i></p> <p>The source of exchange rate shall be: <i>[Insert name of the source of exchange rates (e.g., the Central Bank in the Purchaser’s Country).]</i></p> <p>The date for the exchange rate shall be: <i>[insert day, month and year, e.g. 15 June, 2020 not earlier than 28 days prior to the deadline for submission of the Proposals, nor later than the date for the expiry of Proposal validity specified in accordance with PDS 18.1].</i></p>
ITP 38.1	<p><i>[The following provision should be included and the required corresponding information inserted <u>only</u> if the Procurement Plan authorizes the application of margin of preference and the Purchaser intends to apply it to the subject contract. Otherwise omit]</i></p> <p>A margin of domestic preference <i>[insert either “shall” or “shall not”]</i> apply.</p> <p><i>[If a margin of preference applies, the application methodology shall be defined in Section III, Evaluation and Qualification Criteria.]</i></p>
J. COMBINED EVALUATION - TECHNICAL AND FINANCIAL PARTS	
ITP 44.1	The weight to be given for cost X is: _____ <i>[indicate weight for cost such that weight for cost plus weight for total technical score is 1(one).]</i>
ITP 42.1	BAFO (“applies” / “does not apply”)

	If BAFO applies, the procedure will be: _____
ITP 43.1	Negotiation (“applies” / “does not apply”) If negotiation applies, the procedure will be : _____ _____
	K. Award of Contract
ITP 49.1	The maximum percentage by which quantities may be increased is: <i>[insert percentage]</i> The maximum percentage by which quantities may be decreased is: <i>[insert percentage]</i>
ITP 52.1	The successful Proposer <i>[shall]</i> or <i>[shall not]</i> submit the Beneficial Ownership Disclosure Form.
ITP 54.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Proposer wishes to make a Procurement-related Complaint, the Proposer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: <i>[insert full name of person receiving complaints]</i> Title/position: <i>[insert title/position]</i> Purchaser: <i>[insert name of Purchaser]</i> Email address: <i>[insert email address]</i> Fax number: <i>[insert fax number] delete if not used</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the RFP Documents; 2. the Purchaser’s decision to exclude a Proposer from the procurement process prior to the award of contract; and 3. the Purchaser’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate Proposals and qualify the Proposers. No other factors, methods or criteria shall be used other than specified in this RFP document.

[The Purchaser shall select the criteria deemed appropriate for the procurement process. Insert the appropriate text using the samples below or other applicable text, and delete the text in italics].

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The Purchaser shall use the criteria and methodologies listed in this Section to determine the Most Advantageous Proposal. The Most Advantageous Proposal is the Proposal of the Proposer that meets the qualification criteria and whose Proposal has been determined to be:

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

TECHNICAL PART

Qualification Criteria (ITP 31.1)

The Purchaser shall assess each Proposal against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Proposer's qualifications.

- (a) If the Proposer is a manufacturer:

- (i) Financial Capability

The Proposer shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s) including period]*

- (ii) Experience and Technical Capacity

The Proposer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the RFP document.]*

- (iii) Documentary Evidence

The Proposer shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

- (b) If Proposer is not manufacturer:

If a Proposer is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Proposal Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Proposer shall demonstrate that it has successfully completed at least _____ contracts of similar goods [insert number of contracts] in the past _____ years [insert number of years]

Technical Evaluation (ITP 32)

If, the Purchaser has chosen to give weight to technical factors (i.e., the price weight, X, is less than 1 in the evaluation), the total technical points assigned to each Proposal in the Evaluated

Proposal Formula will be determined by adding and weighting the scores assigned by an evaluation committee to technical features of the Proposal **in accordance with the PDS**.

FINANCIAL PART

Margin of Preference (ITP 38)

If the Proposal Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of Proposal comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Proposals will be classified in one of three groups, as follows:

- (a) **Group A:** Proposals offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Proposal submission.
- (b) **Group B:** All other Proposals offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Proposals offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Proposer shall complete whichever version of the Price Schedule furnished in the RFP document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Proposer shall not result in rejection of its Proposal, but merely in the Purchaser's reclassification of the Proposal into its appropriate Proposal group.

The Purchaser will first review the Proposals to confirm the appropriateness of, and to modify as necessary, the Proposal group classification to which Proposers assigned their Proposals in preparing their Proposal Forms and Price Schedules.

The Proposals in each group will then be compared to determine the Proposal with the lowest evaluated cost in that group. The lowest evaluated cost Proposal from each group shall then be compared with each other and if as a result of this comparison a Proposal from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, a Proposal from Group C is the lowest evaluated cost, all Proposals from Group C shall be further compared with the Proposal with the lowest evaluated cost from Group A after adding to the evaluated price of goods offered in each Proposal from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Proposal price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Proposal from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

Evaluation Criteria (ITP 34.5)

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate the financial part.

The Purchaser's evaluation of a Proposal may take into account, in addition to the Proposal Price quoted in accordance with ITP 14.8, one or more of the following factors as **specified in PDS 35.5**, using the following criteria and methodologies.

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

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 date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Proposals offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor] will be added, for evaluation purposes only, to the Proposal price of Proposals offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.

- (b) Deviation in payment schedule. *[insert one of the following]*

- (i) *Proposers shall state their Proposal price for the payment schedule outlined in the SCC. Proposals shall be evaluated on the basis of this base price. Proposers are, however, permitted to state an alternative payment schedule and indicate the reduction in Proposal price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Proposal price offered by the Proposer selected on the basis of the base price for the payment schedule outlined in the SCC.*

or

- (i) *The SCC stipulates the payment schedule specified by the Purchaser. If a Proposal deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Proposal will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Proposal as compared with those stipulated in the SCC, at the rate per annum of [insert the adjustment rate].*

- (c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

- (i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **PDS16.4**, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Proposal, shall be added to the Proposal price, for evaluation purposes only.*

or

- (i) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **PDS16.4**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Proposer and added to the Proposal price, for evaluation purposes only.*
- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Proposal.

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 Proposal price, for evaluation purposes only.

- (e) Life Cycle Cost

If specified in **PDS 35.5**, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Proposal price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below.

[Note to purchase: Life cycle costings should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Proposals. Life cycle cost shall be evaluated on a net present value basis. If life cycle costs apply then specify the factors required to determine them for evaluation purposes.]

[Either amend the following text as required, or delete if life cycle cost is not applicable]

- (i) number of years for life cycle cost determination *[insert the number of years]*;
 - (ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate]*;
 - (iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology]*;
 - (iv) and the following information is required from proposers *[insert any information required from proposers, including prices]*.
- (f) Performance and productivity of the equipment. *[insert one of the following]*
 - (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Proposal price, for evaluation purposes if specified in the **PDS 35.5**. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Proposal below the norm of 100, using the methodology below.

[insert the methodology and criteria if applicable]

or

- (i) An adjustment to take into account the productivity of the goods offered in the Proposal will be added to the Proposal price, for evaluation purposes only, if specified in **PDS 35.5**. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Proposal with respect to minimum required values, using the methodology below.

[insert the methodology and criteria if applicable].

- (g) Specific additional criteria

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in **PDS34.5**].*

Multiple Contracts (ITP 35.3)

If in accordance with **ITP 1.1**, Proposals are invited for more than one lot, the contract will be awarded to the Proposer or Proposers with the Most Advantageous Proposal for the individual lots.

However, if a Proposer, with Proposals that are substantially responsive and with highest evaluated score for individual lots, is not qualified for the combination of the lots, then the award will be made based on the highest total score for combination of lots for which Proposers are qualified.

[Note - Example of the above scenario: A Proposer who was initially selected for either Lot A or Lot B but not both submits Proposals for Lots A and B. These two Proposals are substantially responsive and get the highest total score for Lot A and Lot B respectively. In such a case, a decision has to be made on whether this Proposer should be awarded Lot A or Lot B by considering the combined scores of Proposers for Lot A and Lot B.]

Discounts that are conditional on the award of more than one lot will not be considered for proposal evaluation purpose.

Combined Evaluation

The Purchaser will evaluate and compare the Proposals that have been determined to be substantially responsive.

The Purchaser's evaluation of responsive Proposals will take into account technical factors, in addition to cost factors.

An Evaluated Proposal Score (B) will be calculated for each responsive Proposal using the following formula (for comparison in percentages), which permits a comprehensive assessment of the Proposal price and the technical merits of each Proposal:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

where

C = Evaluated Proposal Price

C_{low} = the lowest of all Evaluated Proposal Prices among responsive Proposals

T = the total Technical Score awarded to the Proposal

T_{high} = the Technical Score achieved by the Proposal that was scored best among all responsive Proposals

X = weight for the Cost as specified in the PDS

The Proposal with the best evaluated Proposal Score (B) among responsive Proposals shall be the Most Advantageous Proposal provided the Proposer is qualified to perform the Contract.

Alternative proposals (ITP 13.1)

An alternative if permitted under ITP 13.1, will be evaluated as follows:

[insert one of the following]

“A Proposer may submit an Alternative Proposal(Technical and Financial Parts) only with a Proposal for the base case. The Purchaser shall only consider the Alternative Proposals offered by the Proposer whose Proposal for the base case was determined to be the Most Advantageous Proposal.”

or

“A Proposer may submit an Alternative Proposal with or without a Proposal for the base case. The Purchaser shall consider Proposals offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All Proposals received, for the base case, as well as Alternative Proposals meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITP 32 and ITP 35.”

Section IV – Proposal Forms

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Letter of Proposal– Technical Part

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the first envelope “TECHNICAL PART”.

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer’s complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

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

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

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned Proposer, hereby submit our Proposal, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

In submitting our Proposal, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the RFP document, including addenda issued in accordance with Instructions to Proposers (ITP 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITP 4;
- (c) **Proposal/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Proposal-Securing Declaration or Proposal Securing Declaration in the Purchaser’s country in accordance with ITP 4.7;
- (d) **Conformity:** We offer to supply in conformity with the RFP 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) **Proposal Validity:** Our Proposal shall be valid until *[insert day, month and year in accordance with ITP 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) **Performance Security:** If our Proposals accepted, we commit to obtain a performance security in accordance with the RFP document;
- (g) **One Proposal per Proposer:** We are not submitting any other Proposal(s) as an individual Proposer, and we are not participating in any other proposal(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITP 4.3, other than Alternative Proposals submitted in accordance with ITP 13;
- (h) **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;
- (i) **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 ITP 4.6];*
- (j) **Binding Contract:** We understand that this Proposal, 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;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Proposal, the Most Advantageous Proposal or any other Proposal that you may receive; and
- (l) **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 Proposer: **[insert complete name of Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer: *** [insert complete name of person duly authorized to sign the Proposal]*

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

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

Letter of Proposal- Financial Part

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal- Financial Part in the second envelope marked “FINANCIAL PART”.

The Proposer must prepare the Letter of Proposal- Financial Part on stationery with its letterhead clearly showing the Proposer’s complete name and business address.

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

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

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

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned Proposer, hereby submit the second part of our Proposal, the Financial Part

In submitting our Financial Part we make the following additional declarations:

(a) **Proposal Validity** Our Proposal shall be valid until *[insert day, month and year in accordance with ITP 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Proposal, excluding any discounts offered in item (c) below is:

In case of only one lot, the total price of the Proposals [insert the total price of the proposal in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, the total price of each lot is [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, 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 respective currencies];

(c) **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*];
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFP 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.”)

- (e) **Binding Contract:** We understand that this Proposal, 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.

Name of the Proposer: * [*insert complete name of the Proposer*]

Name of the person duly authorized to sign the Proposal on behalf of the Proposer: **
[*insert complete name of person duly authorized to sign the Proposal*]

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

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

Proposer Information Form

[The Proposer 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 Proposal submission]*

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

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

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1. Proposer's Name <i>[insert Proposer'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. Proposer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Proposer's year of registration: <i>[insert Proposer's year of registration]</i>
5. Proposer's Address in country of registration: <i>[insert Proposer's legal address in country of registration]</i>
6. Proposer'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 ITP 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITP 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Proposer is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under PDS 48.1, the successful Proposer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Proposer's JV Members Information Form

[The Proposer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Proposer and for each member of a Joint Venture]].

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

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

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

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1. Proposer's Name: <i>[insert Proposer's legal name]</i>
2. Proposer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Proposer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Proposer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Proposer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Proposer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</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 registration documents of the legal entity named above, in accordance with ITP 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITP 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under PDS 48.1, the successful Proposer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

*[The Proposer 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: Goods Manufactured Outside the Purchaser’s Country, to be Imported

(Group C Proposals, goods to be imported)							Date: _____		
Currencies in accordance with ITP 15							RFP No: _____		
							Alternative No: _____		
							Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITP 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in PDS	Total Price per Line item (Col. 7+8)	
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>	
							Total Price		

Name of Proposer *[insert complete name of Proposer]* Signature of Proposer *[signature of person signing the Proposal]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

(Group C Proposals, Goods already imported)											Date: _____
Currencies in accordance with ITP 15											RFP No: _____
Currencies in accordance with ITP 15											Alternative No: _____
Currencies in accordance with ITP 15											Page N° _____ of _____
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITP 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITP 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITP 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITP 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in PDS in accordance with ITP 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITP 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Proposal Price	

Name of Proposer *[insert complete name of Proposer]* Signature of Proposer *[signature of person signing the Proposal]* Date *[insert date]*

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Proposers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured in the Purchaser’s Country

Purchaser’s Country _____		(Group A and B Proposals) Currencies in accordance with ITP 15					Date: _____ RFP No: _____ Alternative No: _____ Page N° _____ of _____		
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser’s Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITP 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of Proposer *[insert complete name of Proposer]* Signature of Proposer *[signature of person signing the Proposal]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITP 15						Date: _____ RFP No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<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 date at place of final destination per Service]</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>
Total Proposal Price						

Name of Proposer *[insert complete name of Proposer]* Signature of Proposer *[signature of person signing the Proposal]* Date *[insert date]*

Form of Proposal 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]*

RFP No.: *[Purchaser to insert reference number for the Request for proposals]*

Alternative No.: *[Insert identification No if this is a Proposal for an alternative]*

Date: *[Insert date of issue]*

PROPOSALGUARANTEE 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 Proposer, 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 Proposal (hereinafter called "the Proposal") for the execution of _____ under Request for proposals No. _____ ("the RFP").

Furthermore, we understand that, according to the Beneficiary's conditions, Proposals must be supported by a Proposal 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 Proposal prior to the Proposal validity expiry date set forth in the Applicant's Letter of Proposal, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Proposal by the Beneficiary prior to the expiry date of the Proposal validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Proposers ("ITP") of the Beneficiary's RFP document.

This guarantee will expire: (a) if the Applicant is the successful Proposer, 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 Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the RFP process; or (ii) twenty-eight days after the expiry date of the Proposal validity.

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 Proposal Security (Proposal Bond)

[The Surety shall fill in this Proposal Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Proposer]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Oblige (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*¹⁰ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Proposal to the Purchaser dated the ___ day of _____, 20___, for the supply of *[name of Contract]* (hereinafter called the “Proposal”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Proposal prior to the Proposal validity expiry date set forth in the Principal’s Letter of Proposal, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Proposal by the Purchaser prior to the expiry date of the Proposal validity or any extension thereto provided by the Applicant has failed to (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Proposers (“ITP”) of the Purchaser’s RFP document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Proposal validity set forth in the Principal’s Letter of Proposal or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20___.

¹⁰ The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

Principal: _____

Surety: _____

Apply Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Form of Proposal-Securing Declaration

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

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

RFP No.: *[number of RFP process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Proposal-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 Proposal conditions, because we:

- (a) have withdrawn our Proposal prior to the expiry date of the Proposal validity specified in the Letter of Proposal or any extended date provided by us; or
- (b) having been notified of the acceptance of our Proposal by the Purchaser prior to the expiry date of the Proposal validity in the Letter of Proposal or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITP.

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

Name of the Proposer* _____

Name of the person duly authorized to sign the Proposal on behalf of the Proposer** _____

Title of the person signing the Proposal _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Proposal submitted by joint venture specify the name of the Joint Venture as Proposer

**.: Person signing the Proposal shall have the power of attorney given by the Proposer attached to the Proposal

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

Manufacturer's Authorization

[The Proposer 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 Proposer shall include it in its Proposal, if so indicated in the PDS.]

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

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

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

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 Proposer]* to submit a Proposal 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.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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]*

Section V - Eligible Countries

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

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

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

Under ITP 4.8(b) and ITP 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); proposers (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;¹ (ii) to be a nominated² 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) proposers (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ 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.

¹ 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.

² 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 proposer in its pre-qualification application or proposal because it brings specific and critical experience and know-how that allow the proposer to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ 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.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the RFP 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 Proposers to prepare their Proposals 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 ITP 49.1.

*The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Proposers pursuant to the Incoterms rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), 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).*

2. List of Related Services and Completion Schedule

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

Service	Description of Service	Quantity¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<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 Date(s)]</i>

1. If applicable

3. Technical Specifications

To the greatest extent possible, the Technical Requirements should be expressed in terms of the Purchaser's business activities/functional/performance needs, rather than a technological design/detailed technical specifications. This leaves it up to the market to determine what specific Goods can best satisfy these business/functional/performance needs. A specification that provides the desired level of performance allows different technical approaches to achieving the Purchaser's functional and performance objectives. Such a specification enables suppliers (particularly for specialized Goods) to bring their expertise, technology and innovation as appropriate.

The Purchaser's Requirements must be drawn up to permit the widest, possible competition and, at the same time, present a clear statement of the required standards performance and/or functions of the Goods.

Care must be taken when drafting the Purchaser's Requirements to ensure that the requirements are not restrictive. Recognized international standards should be used as much as possible for the description of goods, materials and workmanship. Where other particular standards are specified, whether national standards of the Borrower's country or other standards, it should be stated that goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable. Where a brand name of a product is specified it should always be qualified with the terms "or equivalent".

Any applicable sustainable procurement/environmental and social sustainability requirement shall also be included in the technical requirements.

As an example of considerations on setting specifications for specialized Goods such as medical diagnostic imaging equipment, see:

<http://pubdocs.worldbank.org/en/258511553620191211/Procurement-Guidance-MDI-Equipment-Buyers.pdf>

Technical Specifications and Standards

[Insert description of the applicable technical requirements]

4. Drawings

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

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

List of Drawings		
Drawing Nr.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests, as appropriate]*

PART 3 – Contract

Section VIII - General Conditions of Contract

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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 Proposal 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.**
- 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 RFP 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 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
 - (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 and subconsultants 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 B to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) 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).

12. Scope of Supply 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents 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 SCC**.

14. Supplier’s Responsibilities 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.

14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.

14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize

the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC**.

15. Contract Price

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 Proposal, with the exception of any price adjustments **authorized in the SCC**.

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as **specified in the SCC**.

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.

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.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Proposal 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 Proposal. Such notification, in the original Proposal 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 Proposal 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 it's 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

(Text in this Appendix shall not be modified)

Fraud and Corruption

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); proposers (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;¹ (ii) to be a nominated² 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) proposers (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ 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.

¹ 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.

² 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 proposer in its pre-qualification application or proposal because it brings specific and critical experience and know-how that allow the proposer to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ 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.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(i)	The Purchaser's Country is: <i>[insert name of the Purchaser's Country]</i>
GCC 1.1(j)	The Purchaser is: <i>[Insert complete legal name of the Purchaser]</i>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>[insert date of current edition]</i>
GCC 5.1	The language shall be: <i>[insert the name of the language]</i>
GCC 8.1	For notices , the Purchaser's address shall be: Attention: <i>[insert full name of person, if applicable]</i> Street Address: <i>[insert street address and number]</i> Floor/ Room number: <i>[insert floor and room number, if applicable]</i> City: <i>[insert name of city or town]</i> ZIP Code: <i>[insert postal ZIP code, if applicable]</i> Country: <i>[insert name of country]</i> Telephone: <i>[include telephone number, including country and city codes]</i> Facsimile number: <i>[insert facsimile number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i>
GCC 9.1	The governing law shall be the law of: <i>[insert name of the country or state]</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <i>[The RFP document should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the</i>

event of a Contract with a Supplier who is a national of the Purchaser's Country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the RFP document.

“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country.”]

(a) Contract with foreign Supplier:

[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]

If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

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.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

	<p><i>If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p> <p><i>(b) Contracts with Supplier national of the Purchaser’s Country:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc.]</i>.</p> <p>The above 180 documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 14.9	<p><i>[Note to Purchaser: Under a Project assessed as high or substantial Sexual Exploitation and Abuse (SEA)/Sexual Harassment (SH) risk, include the following if the Related Services include activities that need to be performed by the Supplier’s personnel such as installation, operation and/or maintenance, otherwise state: “Not Applicable”.]</i></p> <p>GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for its personnel carrying out <i>[state as applicable: installation/operation/maintenance/operation and maintenance]</i> that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier’s or Purchaser’s personnel; (ii) Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not

	<p>limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>(iii) Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</p> <p>(iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.</p> <p>GCC 14.9.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the <i>[state as applicable: installation / operation / maintenance/ operation and maintenance]</i> is being executed, a Supplier’s personnel that undertakes behaviors that are inconsistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the <i>[state as applicable: installation / operation / maintenance/ operation and maintenance]</i> is being executed, In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed <i>[insert “shall” or “shall not,” as appropriate]</i> be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these SCC for a sample Price Adjustment Formula]</i></p>
<p>GCC 16.1</p>	<p>Sample provision</p> <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>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____)</p> <p><i>[currency of the Contract Price]</i> in the following manner:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the RFP document or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its</p>

	<p>country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: 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 issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in _____ [currency] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser’s Country:</p> <p>Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in _____ [currency], as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the RFP document or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be [insert number] days.</p> <p>The interest rate that shall be applied is [insert number] %</p>
GCC 18.1	<p>A Performance Security [insert “shall” or “shall not” be required]</p> <p>[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]</p> <p>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</p>

GCC 18.3	<p>If required, the Performance Security shall be in the form of : <i>[insert “a Demand Guarantee” or “a Performance Bond”]</i></p> <p>If required, the Performance security shall be denominated in <i>[insert “a freely convertible currency acceptable to the Purchaser” or “ the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</i></p>
GCC 18.4	Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 18.4]</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows: <i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i></p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s Country, defined as the Project Site, transport to such place of destination in the Purchaser’s Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]</i></p>
GCC 25.2	<p>Incidental services to be provided are:</p> <p><i>[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Proposal price or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
GCC 26.1	The inspections and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and tests]</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>[insert name(s) of location(s)]</i>
GCC 27.1	The liquidated damage shall be: <i>[insert number]% per week</i>
GCC 27.1	The maximum amount of liquidated damages shall be: <i>[insert number]%</i>
GCC 28.3	The period of validity of the Warranty shall be: <i>[insert number] days</i>

	<p>For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i></p> <p>Sample provision</p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p>or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).</p> <p><i>[The rate should be higher than the adjustment rate used in the Proposal evaluation under ITP 34.5 (f)]</i></p>
GCC 28.5 & 28.6	The period for repair or replacement shall be: <i>[insert number(s)]</i> days.
GCC 33.4	If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Proposer shall indicate the source of the indices and the base date indices in its Proposal.

The coefficients a, b, and c as specified by the Purchaser are as follows:

$a = [insert\ value\ of\ coefficient]$

$b = [insert\ value\ of\ coefficient]$

$c = [insert\ value\ of\ coefficient]$

Base date = thirty (30) days prior to the deadline for submission of the Proposals.

Date of adjustment = $[insert\ number\ of\ weeks]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.

- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Proposer that submitted a Proposal, unless the Proposer has previously received notice of exclusion from the process at an interim stage of the procurement process]

[Send this Notification to the Proposer’s Authorized Representative named in the Proposer Information Form]

For the attention of Proposer’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 Proposers. The Notification must be sent to all Proposers 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 RFP is issued]*

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

RFP No: *[insert RFP 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 Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Proposer

Name:	<i>[insert name of successful Proposer]</i>
Address:	<i>[insert address of the successful Proposer]</i>
Contract price:	<i>[insert contract price of the successful Proposal]</i>

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

Name of Proposer	Proposal price	Evaluated Proposal price (if applicable)
[insert name]	[insert Proposal price]	[insert evaluated price]
[insert name]	[insert Proposal price]	[insert evaluated price]
[insert name]	[insert Proposal price]	[insert evaluated price]
[insert name]	[insert Proposal price]	[insert evaluated price]
[insert name]	[insert Proposal price]	[insert evaluated price]

3. Reason/s why your Proposal was unsuccessful

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

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 Proposal. 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 Proposer, 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 Proposer, 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] (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] 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 Proposer who submitted a Proposal in this procurement, 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: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Proposer¹. In case of joint venture, the Proposer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Proposer is any natural person who ultimately owns or controls the Proposer by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer*

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

Request for Proposal No.: *[insert identification]*

To: *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Proposer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Proposer shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer”

Name of the Proposer: **[insert complete name of the Proposer]*_____

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:
***[insert complete name of person duly authorized to sign the Proposal]*_____

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

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 Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer. In the event that the Proposer is a joint venture, each reference to “Proposer” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

Letter of Acceptance

[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 Proposal 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 Proposers is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with PDSITP 48.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the RFP Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

150BETWEEN

- (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 Proposals for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Proposal 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) Letter of Proposal- Technical Part
 - (c) Letter of Proposal- Financial Part
 - (d) the Addenda Nos. _____ (if any)
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) the Specification (including Schedule of Requirements and Technical Specifications)
 - (h) the completed Schedules (including Price Schedules)
 - (i) 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

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Proposer, 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]*,¹ 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...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *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.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. 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*

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.

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, 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."

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Proposal or Proposals from qualified Proposers for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Proposer, arrange for a Contract between such Proposer and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier’s performance of its obligations under the Contract, including any warranty obligations.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____
_____.

SIGNED ON _____ on behalf of

By _____ in the capacity of

In the presence of

SIGNED ON _____ on behalf of

By _____ in the capacity of

In the presence of

Advance Payment Security

[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]*¹ 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.

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]*.

¹ *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.*

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.