



Reform Support Unit  
School Education Department  
Government of Sindh,

## **NATIONAL COMPETITIVE BIDDING**

**For**

**Supply and Installation of Hardware for Internal Communication Platform/  
System @ Reform Support Unit School Education Department, Karachi**

**IFB No: RSU/SGPE/M&E/F-F/NCB (03)-2017**

**Project: Sindh Global Partnership for Education**  
**Grant ID No: 83993-PK**  
**Project ID: P146451**  
**Purchaser: Government of Sindh**  
**Beneficiary: School Education Department**

Issued on: 6<sup>th</sup> April, 2017

**Section I.**

**Instructions to Bidder**

# Instructions to Bidders

## A. Introduction

<b>1. Source of Funds</b>	<p>1.1 The Borrower named in the Bid Data Sheet has applied for or received a loan or credit (hereinafter called “loan”) from the International Bank for Reconstruction and Development or from the International Development Association (as identified in the Bid Data Sheet and hereinafter interchangeably called “the Bank”) in various currencies equivalent to the U.S. Dollar amount indicated in the Bid Data Sheet towards the cost of the Project specified in the Bid Data Sheet. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation for Bids is issued.</p> <p>1.2 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 Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan 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, to the knowledge of the Bank, 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 Agreement or have any claim to the loan proceeds.</p>
<b>2. Eligible Bidders</b>	<p>2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in <i>Guidelines: Procurement under IBRD Loans and IDA Credits</i>, dated January 1995, hereinafter referred as the <i>IBRD Guidelines for Procurement</i>, except as provided hereinafter.</p> <p>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.</p> <p>2.3 Government-owned enterprises in the Purchaser’s country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.</p> <p>2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-cause 34.1.</p>
<b>3. Eligible Goods</b>	<p>3.1 All goods and related services to be supplied under the contract</p>

<p><b>and Services</b></p>	<p>shall have their origin in eligible source countries, defined in the <i>IBRD Guidelines for Procurement</i>, and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of goods and services is distinct from the nationality of the Bidder.</p>
<p><b>4. Cost of Bidding</b></p>	<p>4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>

**B. The Bidding Documents**

<p><b>5. Content of Bidding Documents</b></p>	<p>5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> <li>(a) Instructions to Bidders (ITB)</li> <li>(b) Bid Data Sheet</li> <li>(c) General Conditions of Contract (GCC)</li> <li>(d) Special Conditions of Contract (SCC)</li> <li>(e) Schedule of Requirements</li> <li>(f) Technical Specifications</li> <li>(g) Bid Form and Price Schedules</li> <li>(h) Bid Security Form</li> <li>(i) Contract Form</li> <li>(j) Performance Security Form</li> <li>(k) Bank Guarantee for Advance Payment Form</li> <li>(l) Manufacturer’s Authorization Form</li> </ul> <p>5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.</p>
<p><b>6. Clarification of Bidding Documents</b></p>	<p>6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term <i>cable</i> is deemed to include telex and facsimile) at the Purchaser’s address indicated in ITB Clause</p>

	<p>19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than twenty (20) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p>
<p><b>7. Amendment of Bidding Documents</b></p>	<p>7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be bidding on them.</p> <p>7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.</p>

**C. Preparation of Bids**

<p><b>8. Language of Bid</b></p>	<p>8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.</p>
<p><b>9. Documents Comprising the Bid</b></p>	<p>9.1 The bid prepared by the Bidder shall comprise the following components:</p> <ul style="list-style-type: none"> <li>(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;</li> <li>(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;</li> <li>(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and</li> <li>(d) bid security furnished in accordance with ITB Clause 15.</li> </ul>
<p><b>10. Bid Form</b></p>	<p>10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and</p>

	their country of origin, quantity, and prices.
<b>11. Bid Prices</b>	<p>11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.</p> <p>11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.</p> <p>11.3 The term DDP (Delivered Duty Paid), shall be governed by the rules prescribed in the current edition of <i>Incoterms</i> published by the International Chamber of Commerce, Paris.</p> <p>11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.</p>
<b>12. Bid Currencies</b>	12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
<b>13. Documents Establishing Bidder's Eligibility and Qualification</b>	<p>13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.</p> <p>13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:</p> <ul style="list-style-type: none"> <li>(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;</li> <li>(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;</li> <li>(c) that, in the case of a Bidder not doing business within the</li> </ul>

	<p>Purchaser’s country, the Bidder is or will be (if awarded the contract) represented by an Agent in that 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</p> <p>(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p>
<p><b>14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents</b></p>	<p>14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>(a) a detailed description of the essential technical and performance characteristics of the goods;</li> <li>(b) 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 for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and</li> <li>(c) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</li> </ul> <p>14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<p><b>15. Bid Security</b></p>	<p>15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p>

	<p>15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.</p> <p>15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or</li> <li>(b) a cashier's or certified check.</li> <li>(c) irrevocable encashable on-demand Bank call-deposit.</li> </ul> <p>15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.</p> <p>15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.</p> <p>15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.</p> <p>15.7 The bid security may be forfeited:</p> <ul style="list-style-type: none"> <li>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>(b) in the case of a successful Bidder, if the Bidder fails: <ul style="list-style-type: none"> <li>(i) to sign the contract in accordance with ITB Clause 32;</li> <li><b>or</b></li> <li>(ii) to furnish performance security in accordance with ITB Clause 33.</li> </ul> </li> </ul>
<p><b>16. Period of Validity of Bids</b></p>	<p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3</p> <p>16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor</p>



	specified in the request for extension.
<b>17. Format and Signing of Bid</b>	<p>17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.</p> <p>17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p>

#### **D. Submission of Bids**

<b>18. Sealing and Marking of Bids</b>	<p>18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.</p> <p>18.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and</li> <li>(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.</li> </ul> <p>18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.</p>
<b>19. Deadline for Submission of Bids</b>	<p>19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.</p> <p>19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the</p>

	deadline will thereafter be subject to the deadline as extended.
<b>20. Late Bids</b>	20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.
<b>21. Modification and Withdrawal of Bids</b>	<p>21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p> <p>21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7</p>

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

<b>22. Opening of Bids by the Purchaser</b>	<p>22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>22.4 The Purchaser will prepare minutes of the bid opening.</p>
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<p><b>23. Clarification of Bids</b></p>	<p>23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.</p>
<p><b>24. Preliminary Examination</b></p>	<p>24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, <b>such as</b> those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<p><b>25. Evaluation and Comparison of Bids</b></p>	<p>25.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.</p> <p>25.2 The Purchaser’s evaluation of a bid will be on delivered duty paid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</p> <p>25.3 The Purchaser’s evaluation of a bid will take into account, in</p>

	<p>addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:</p> <ul style="list-style-type: none"> <li>(a) incidental costs</li> <li>(b) delivery schedule offered in the bid;</li> <li>(c) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> <li>(d) the cost of components, mandatory spare parts, and service;</li> <li>(e) the availability in the Purchaser’s country of spare parts and after-sales services for the equipment offered in the bid;</li> <li>(f) the projected operating and maintenance costs during the life of the equipment;</li> <li>(g) the performance and productivity of the equipment offered; and/or</li> <li>(h) other specific criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</li> </ul> <p>25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:</p> <ul style="list-style-type: none"> <li>(a) Incidental costs provided by the bidder will be added by Purchaser to the delivered duty paid (DDP) price at the final destination.</li> <li>(b) <i>Delivery schedule.</i> <ul style="list-style-type: none"> <li>(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements which will be treated as the base, a delivery “adjustment” will be calculated for bids by applying a percentage, specified in the Bid Data Sheet, of the DDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.</li> </ul> <p style="text-align: center;"><b>or</b></p> <li>(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.</li> </li></ul> <p style="text-align: center;"><b>or</b></p> <li>(iii) The goods covered under this invitation are required</li>
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	<p>to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of DDP price per week of variation from the specified delivery schedule.</p> <p>(c) <i>Deviation in payment schedule.</i></p> <p>(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.</p> <p><b>or</b></p> <p>(ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the Bid Data Sheet.</p> <p>(d) <i>Cost of spare parts.</i></p> <p>(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 Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.</p> <p><b>or</b></p> <p>(ii) 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 Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.</p> <p><b>or</b></p> <p>(iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by</p>
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	<p>each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.</p> <p>(e) <i>Spare parts and after sales service facilities in the Purchaser's country.</i> The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.</p> <p>(f) <i>Operating and maintenance costs.</i> Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>(g) <i>Performance and productivity of the equipment.</i> (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p><b>or</b></p> <p>(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.</p> <p>(h) <i>Specific additional criteria indicated in the Bid Data Sheet and/or in the Technical Specifications.</i> The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.</p>
<b>Alternative</b>	<p>25.4 Merit Point System: The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall be specified in the Bid Data Sheet.</p>

	<p><i>[In the Bid Data Sheet, choose from the range of]</i></p> <p>Evaluated price of the goods 60 to 90</p> <p>Cost of common list spare parts 0 to 20</p> <p>Technical features, and maintenance and operating costs 0 to 20</p> <p>Availability of service and spare parts 0 to 20</p> <p>Standardization 0 to 20</p> <p>Total 100</p> <p>The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.</p>
<b>26. Contacting the Purchaser</b>	<p>26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.</p>

#### **F. Award of Contract**

<b>27. Post-qualification</b>	<p>27.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p> <p>27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
<b>28. Award Criteria</b>	<p>28.1 Subject to ITB Clause 30, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p>
<b>29. Purchaser's</b>	<p>29.1 The Purchaser reserves the right at the time of contract award to</p>

<b>Right to Vary Quantities at Time of Award</b>	increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>30. Purchaser's Right to Accept any Bid and to Reject any or All Bids</b>	30.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
<b>31. Notification of Award</b>	<p>31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>31.2 The notification of award will constitute the formation of the Contract.</p> <p>31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p>
<b>32. Signing of Contract</b>	<p>32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>32.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.</p>
<b>33 Performance Security</b>	<p>33.1 Within twenty (20) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.</p> <p>33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.</p>
<b>34. Corrupt or Fraudulent Practices</b>	<p>34.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p>



	<ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</li> <li>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;</li> </ul> <ul style="list-style-type: none"> <li>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</li> <li>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.</li> </ul> <p>34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.</p>
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**Section II.**  
**General Conditions of Contract**

## General Conditions of Contract

<p><b>1. Definitions</b></p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li> <li>(c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.</li> <li>(e) “GCC” means the General Conditions of Contract contained in this section.</li> <li>(f) “SCC” means the Special Conditions of Contract.</li> <li>(g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.</li> <li>(h) “The Purchaser’s country” is the country named in SCC.</li> <li>(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>(j) “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</li> <li>(k) “The Project Site,” where applicable, means the place or places named in SCC.</li> <li>(l) “Day” means calendar day.</li> </ul>
<p><b>2. Application</b></p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p><b>3. Country of Origin</b></p>	<p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.</p> <p>3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of</p>

	<p>components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p>
<b>4. Standards</b>	<p>4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<b>5. Use of Contract Documents and Information; Inspection and Audit by the Bank</b>	<p>5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.</p> <p>5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.</p>
<b>6. Patent Rights</b>	<p>6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.</p>
<b>7. Performance Security</b>	<p>7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.</p> <p>7.2 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.</p> <p>7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by</p>

	<p>a reputable bank located in the Purchaser’s country, in the form provided in the bidding documents or another form acceptable to the Purchaser; or</p> <p>(b) a cashier’s or certified check.</p> <p>7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
<p><b>8. Inspections and Tests</b></p>	<p>8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.</p> <p>8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods’ final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>8.4 The Purchaser’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in the Purchaser’s country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods’ shipment from the country of origin.</p> <p>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p><b>9. Packing</b></p>	<p>9.1 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. 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.</p>

	<p>9.2 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 SCC, and in any subsequent instructions ordered by the Purchaser.</p>
<p><b>10. Delivery and Documents</b></p>	<p>10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>10.2 For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of <i>Incoterms</i> published by the International Chamber of Commerce, Paris.</p> <p>10.3 Documents to be submitted by the Supplier are specified in SCC.</p>
<p><b>11. Insurance</b></p>	<p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.</p>
<p><b>12. Transportation</b></p>	<p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, 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.</p>
<p><b>13. Incidental Services</b></p>	<p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(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</li> <li>(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.</li> </ul> <p>13.2 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 for other parties by the Supplier for</p>

	similar services.
<b>14. Spare Parts</b>	<p>14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	<p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This 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 Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take 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</p>

	against the Supplier under the Contract.
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>16.2 The Supplier’s request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.=</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.</p> <p>16.4 The currency of payment payment is Pak. Rupees.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser’s request for bid validity extension, as the case may be.</p>
<b>18. Change Orders</b>	<p>18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and/or</li> <li>(d) The Services to be provided by the Supplier.</li> </ul> <p>18.2 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier’s receipt of the Purchaser’s change order.</p>
<b>19. Contract Amendments</b>	<p>19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>20. Assignment</b>	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser’s prior written consent.</p>
<b>21. Subcontracts</b>	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the</p>



	<p>Contract.</p> <p>21.2 Subcontracts must comply with the provisions of GCC Clause 3.</p>
<b>22. Delays in the Supplier's Performance</b>	<p>22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.</p>
<b>23. Liquidated Damages</b>	<p>23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in 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 SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p>
<b>24. Termination for Default</b>	<p>24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ul> <p>For the purpose of this clause:</p>

	<p>“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p> <p>24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p><b>25. Force Majeure</b></p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.3 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.</p>
<p><b>26. Termination for Insolvency</b></p>	<p>26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p>
<p><b>27. Termination</b></p>	<p>27.1 The Purchaser, by written notice sent to the Supplier, may</p>

<p><b>for Convenience</b></p>	<p>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.</p> <p>27.2 The Goods that are complete and ready for shipment within thirty (30) 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:</p> <ul style="list-style-type: none"> <li>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ul>
<p><b>28. Resolution of Disputes</b></p>	<p>28.1 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.</p> <p>28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.</p>
<p><b>29. Governing Language</b></p>	<p>29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
<p><b>30. Applicable Law</b></p>	<p>30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in SCC.</p>
<p><b>31. Notices</b></p>	<p>31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.</p> <p>31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<p><b>32. Taxes and Duties</b></p>	<p>32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>

**Section III**  
**Bid Data Sheet**

## Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.	
<b>Introduction</b>	
<b>ITB 1.1</b>	The Borrower is: <i>School Education Department, Government of Sindh</i>
<b>ITB 1.1</b>	Grant ID No: <i>83993-PK</i> Project ID: <i>P146451</i> . Grant amount is: <i>US\$ 66 MILLION</i>
<b>ITB 1.1</b>	Name of Project: <i>Sindh-Global Partnership for Education (S-GPE)</i>
<b>ITB 1.1</b>	Name of Contract: <b>Supply and Installation of Hardware for Internal Communication Platform/ System @ Reform Support Unit School Education Department, Karachi IFB No: PROC: /S-GPE/RSU/CU/SERVERS/NCB (03)-2017</b>
<b>ITB 2.1</b>	“Procurement of Goods, works and non-consulting Services under IBRD Loans and IDA credits” dated January 2011.
<b>ITB 4.1</b>	The name of Purchaser is <i>Reform Support Unit, School Education Department, Government of Sindh</i>
<b>ITB 6.1</b>	Clarification may be requested not later than <b>14 days</b> before the submission date For <b>Clarification of bid purposes</b> only, the Purchaser’s address is: Attention: <i>Mr. Jamshed Alam (Procurement &amp; Contract Management Specialist)</i>  <i>Mr. Fayaz Ali Halepota (Market Analyst)</i> ) Address: <i>Banglow # 47-E/1, Street# 48, PECHS-6, Shahrach-e-Faisal, Karachi, Sindh.</i> Telephone: <i>+92-21-34320252</i> E-mail: <a href="mailto:jamshedalam48@yahoo.com">jamshedalam48@yahoo.com</a> <a href="mailto:halepotofayaz83@yahoo.com">halepotofayaz83@yahoo.com</a>
<b>ITB 8.1</b>	The language of the bid is: <i>English</i> . All correspondence exchange shall be in <i>English</i> language. Language for translation of supporting documents and printed literature is: <i>English</i>
<b>Bid Price and Currency</b>	
<b>ITB 11.2</b>	The price quoted shall be <i>Delivered Duty Paid Price (DDP) in Pak Rupees vide Annexure in Schedule of Requirement including all taxes, duties and other costs incidental to the delivery of Goods at final destinations</i>
<b>ITB 11.5</b>	The price shall be: <i>Fixed</i>
<b>Preparation and Submission of Bids</b>	

ITB 13.3 (d)	<p>The Eligibility and Qualification requirements.</p> <ol style="list-style-type: none"> <li>1. <i>The bidder should be either OEM for servers or its authorized dealer.(Proof of authorization from Manufacture if bidder is authorized agent)</i></li> <li>2. <i>The bidder must have at least five (05) years' experience for similar assignments.(Furnish copies of PO/Contract Agreement/Completion certificate etc.)</i></li> <li>3. <i>The bidder must have done at least five (05) Contracts of similar nature and magnitude.(Furnish copies of PO/Contract Agreement/Completion certificate etc.)</i></li> <li>4. <i>The bidder should not have been barred by any of Provincial or Federal Govt. Deptt., Agency, Organization or autonomous body or Private sector organization anywhere in Pakistan.(Furnish Affidavit)</i></li> <li>5. <i>The bidder must have turnover/sales exceeding 20 Million in PKR annually in each consecutive past three years</i></li> </ol>
ITB 14.3 (b)	Spare parts required for: <i>N/A</i>
ITB 15.1	<p>Amount of bid security is: A <i>Bid Security shall be</i> required in the amount and currency of the bid equivalent to <b>2% of the bid price</b>. The Bid Security shall be an <b>Unconditional Bank Guarantee/Pay Order</b>, issued by a reputable bank. The bid security shall be submitted using the <b>Bid Security Form included in Section-VII</b> (Bidding Forms).</p> <p><i>(Note): The Bid Security shall be submitted in original. Photo copies/ Scanned copies will not be accepted and shall be a cause for making the bid liable for rejection</i></p>
ITB 16.1	Bid validity period: <i>The period of bid validity shall be 90 days after the deadline for bid submission specified in the bidding data sheet.</i>
ITB 17.1	Number of copies: <i>One (01) original with one (01) copy.</i>
ITB 18.2 (a)	<p>Address for bid submission: For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: <i>Mr. Faisal Uqaili (Chief Program Manager)</i>  <i>Reform Support Unit</i>  <i>School Education Department</i>  <i>Government of Sindh</i></p> <p>Address: <i>Banglow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh.</i></p> <p>Telephone: <i>+92-21-34320252</i></p> <p>Fax: <i>+92-21-34320251</i></p> <p>E-mail address: <a href="mailto:faisal100@hotmail.com"><i>faisal100@hotmail.com</i></a></p>
ITB 18.2 (b)	<p>IFB title and number <b>Supply and Installation of Hardware for Internal Communication Platform/ System @ Reform Support Unit School Education Department, Karachi</b></p> <p><b>IFB No: PROC: /S-GPE/RSU/CU/SERVERS/NCB (03)-2017</b></p>
ITB 19.1	The deadline for bid submission is:

	<p>Date: <i>Thursday 11<sup>th</sup> May, 2017</i></p> <p>Time: <i>15:00hrs PST</i></p> <p><i>In case the specified deadline for bid submission is declared a holiday by the Government, the bids shall be submitted at the specified time on the next working day.</i></p> <p>Bidders <b>shall not</b> have the option of submitting their bids electronically.</p>
<b>ITB 22.1</b>	<p>Time, date, and place for bid opening:</p> <p>Address:  <i>Reform Support Unit  School Education Department  Government of Sindh  Banglow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh.</i></p> <p>Date: <i>Thursday 11<sup>th</sup> May, 2017</i></p> <p>Time: <i>15:30hrs PST.</i></p> <p><i>The bids shall be opened immediately after the bid submission deadline at the same place of bid submission.</i></p> <p><i>In case the specified date of bid opening will be declared a holiday for the purchaser, the bids shall be opened at the specified time on the next working day.</i></p>
<b>Bid Evaluation</b>	
<b>ITB 25.3</b>	<p>Criteria for bid evaluation: <i>“Lowest Evaluated Responsive Bidder on all items at Delivered Duty Paid (DDP) price basis”.</i></p>
<b>Contract Award</b>	
<b>ITB 29.1</b>	<p>Percentage for quantity increase or decrease.</p> <p><i>The maximum percentage by which quantities may be increased is: 20%</i></p> <p><i>The maximum percentage by which quantities may be decreased is: 20%</i></p>

**Section IV**  
**Special Conditions of Contract**



## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—*The Purchaser is: School Education Department, Government of Sindh, through Reform Support Unit.*

GCC 1.1 (h)—The Purchaser’s country is: *Islamic Republic of Pakistan*

GCC 1.1 (j)—The Project Site is: *As specified in delivery schedule.*

### 2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VI of the bidding documents, “Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement”.

### 3. Performance Security (GCC Clause 7)

A Performance Security shall be an amount equal to five (05) percentage of the contract price. Performance Security shall be submitted within 07 days of the date of the notification of award.

### 4. Inspections and Tests (GCC Clause 8)

The following inspections and tests shall be performed on receipt of Goods:

- The Inspections and tests shall be conducted at: **Supplier’s premises.**
- Purchaser reserve the right to a pre-shipment inspection at the supplier’s premises by any agency nominated by the RSU.
- Visual inspection.
- Inspection for any physical damage;

### 5. Packing (GCC Clause 9)

The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.

### 6. Delivery and Documents

All items should be delivered as per specified in delivery schedule on DDP basis.  
*Sample provision (DDP terms)*

The Supplier shall mail the following documents to the Purchaser:

- (i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Manufacturer's or Supplier's warranty certificate;
- (iii) Inspection certificate, issued by the nominated inspection agency, and
- (iv) Certificate of origin.

## **7. Insurance (GCC Clause 11)**

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

## **8. Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are: N/A

## **9. Spare Parts (GCC Clause 14)**

GCC 14.1—Additional spare parts requirements are: N/A

## **10. Warranty (GCC Clause 15)**

GCC 15.2- Standard warranty for 12 months

GCC 15.4 & 15.5-The period for correction of defects in the warranty period is: **Fifteen (15) days.**

## **11. Payment (GCC Clause 16 )**

### *Sample provision*

GCC 16.1— the method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

### **Payment for Goods supplied:**

Payment shall be made in Pak. Rupees in the following manner:

- i. **Advance Payment:** Not Applicable.
- ii. **On Delivery & Acceptance:** Eighty Percent (80%) of the Contract Price of the goods shall be paid on receipt of goods and upon submission of the documents specified in (6.) & remaining Twenty Percent (20%) will be paid on satisfactory report from end user.  
**Delivery and Documents (GCC Clause 10)**

## 12. Prices (GCC Clause 17)

### *Sample provision*

GCC 17.1- Prices shall be fixed.

## 13. Liquidated Damages

GCC 23.1- Applicable rate

Maximum deduction: **The Liquidated damages for the whole of the works are 0.1 percent per day. The maximum amount of liquidated damages for the whole works is 10 percent of the final contract price.**

## 14. Resolution of Disputes (GCC Clause 28)

GCC 28.3- The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan

## 15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

## 16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**The Employment of Children (ECA) Act 1991**  
**The Bonded Labour System (Abolition) Act of 1992**  
**The Factories Act 1934**

## 17. Notices (GCC Clause 31)

GCC 31.1—Purchaser's address for notice purposes:

Attention: Mr. Faisal Uqaili (Chief Program Manager)

Reform Support Unit

School Education Department

Government of Sindh

Address: Banglow # 47-E/1, Street# 48, PECHS-6, Shahrah-e-Faisal, Karachi, Sindh

Telephone: +92-21-34320252

Fax: +92-21-34320251

E-mail address: [faisal100@hotmail.com/](mailto:faisal100@hotmail.com)



**Section V**  
**Schedule of Requirements**

## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

SNO.	ITEMS DESCRIPTION	QTY.	FINAL (PROJECT SITE) DESTINATION AS SPECIFIED IN BDS	DELIVERY (AS PER INCOTERMS) DATE		
				EARLIEST DELIVERY DATE	LATEST DELIVERY DATE	BIDDER'S OFFERED DELIVERY DATE SUBMITTED AGAINST THE LOT [ <i>to be provided by the bidder</i> ]
1	27U Rack 600x1000 Black	01	As specified in delivery schedule	6 weeks after signing the contract	8 weeks after signing the contract	
2	CPU: Intel® Xeon® E5-2600 v4 product family	02	- do -	- do -	- do -	
3	CPU: Intel® Xeon® E5-2600 v3 product family	02	- do -	- do -	- do -	
4	Fibre Channel Dual Controller Storage	01	- do -	- do -	- do -	
5	Console Kit	01	- do -	- do -	- do -	
6	Data Center Switch; 10 ports 1 GB Fast Ethernet switch with high through put. Layer 2 Managed	02	- do -	- do -	- do -	
7	2 KVA Rack Mounted UPS	02	- do -	- do -	- do -	
8	vSphere Essentials Plus Kit	01				
	i- Windows 2012 R2 Server	02	-do-	-do-	-do-	
	ii- Router OS	01				
9	Additional Services i-Hardware/Datacenter Integration Services	01	- do -	- do -	- do -	
10	RSU Head Office Client VPN Router	01	- do -	- do -	- do -	

**Section VI**  
**Technical Specifications**

## Central Data Center

S No.	Item Name	Central Data Center Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
01	27U Rack 600x1000 Black	27U Rack / Server Rack 600x1000 (1 Fix & 1 Sliding Tray), 4 Fans options, Front Tinted Glass Door With Locks, wheels with Lock, Black Color, Size ( H48 x D39.5 x23.5 Inches )	01	

S No.	Item Name	Central Data Center Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
02	CPU: Intel® Xeon® E5-2600 v4 product family	Number of processors: 2 Processor core available: 12 Processor cache: 35MB LLC Processor speed: 3.0GHz RAM: 128 GB HDD: LFF SATA/SSD or; Hot plug and/or Non-hot plug 4TB x 4 Network controller: Dual port 1Gb 361i Ethernet Adapter Fiber Channel card to connect with SAN	02	



S No.	Item Name	Central Data Center Description/ Specification	Quantity	Statement of compliance (State “comply” or “not
03	CPU: Intel® Xeon® E5-2600 v3 product family	Number of processors: 2 Processor core available: 8 Processor cache: 20MB LLC Processor speed: 2.1GHz RAM: 32 GB HDD: LFF SATA/SSD or; Hot plug and/or Non-hot plug 4TB x 2 Network controller: Dual port 1Gb 36li Ethernet Adapter	02	

S No.	Item Name	Central Data Center Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
04	Fiber Channel Dual Controller Storage	Host interface: 8 Gb Fiber Channel (2) Ports per controller Hard Drives: 10 x 4TB	01	

S No.	Item Name	Central Data Center Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
05	Console Kit		01	

S No.	Item Name	Central Data Center Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
06	Data Center Switch	10 ports 1 Gb Fast ethernet switch with high through put. Layer 2 Managed	02	

S No.	Item Name	Central Data Center Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
07	2 KVA Rack Mounted UPS	2 KVA Rack Mounted UPS	02	

## Software and Licenses

S No.	Item Name	Software and Licenses Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
08	vSphere Essentials Plus Kit		01	

S No.	Item Name	Software and Licenses Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
09	Windows 2012 R2 Server		02	

SNo.	Item Name	Software and Licenses Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
10	Router OS		01	

**Additional Services**

S No.	Item Name	RSU Head Office Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
11	Hardware Period (Minimum 3 years)  Hardware/Datacenter Integration Services		01	

S No.	Item Name	RSU Head Office Description/ Specification	Quantity	Statement of compliance (State “comply” or “not comply”)
12	Client VPN Router	OpenVPN standard (Protocol) Supported, Port filtering, VPN routing, CPU 400MHz+, RAM 64MB+, 5 Ethernet Ports ( 1 or 4 port can be use as WAN port)	01	

## **Section VIII**

### **Bidding Forms**

#### **1. Bid Form and Price Schedules**

Date:

Grant N°: 83993-PK

IFB No: PROC: /S-GPE/RSU/CU/SERVERS/NCB (03)-2017

To: Mr. \_\_\_\_\_

Chief Program Manager  
Reform Support Unit  
School Education Department  
Government of Sindh.

Gentlemen:

Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of goods and services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of [number] days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”)

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

**PRICE SCHEDULE IN PAK RUPEES**

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_. Page . of \_\_\_\_.



1	2	3	4	5	6	7	8
SNo.	Item Name	Description	Quantity	Country of Origin	Unit Price DDP Named Place	Total DDP per item	Grand Total
1			01				
2			02				
3			02				
4			01				
5			01				
6			02				
7			02				
8			01				
9			02				
10			01				
11			01				
12			01				
13			0				
14			0				
15			0				

Signature of Bidder \_\_\_\_\_

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

<sup>3</sup> Must be included if required under ITB 11.2

## 2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;  
or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
*[signature of the bank]*

### 3. Contract Form

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## 4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_ 19\_\_\_\_ to supply *[description of goods and services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## 5. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

## 6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

---

*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

## **Section VII. Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement**

## Public Information Center

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

As of August 2001

For the information of borrowers and bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996, September 1997, and January 1999), set forth below is a list of countries from which bidders, goods, and services are not eligible to participate in procurement financed by the bank or IDA.

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu

In addition, bidders, goods, and services from other countries or territories may be declared ineligible by a provision in bidding documents if the borrower's country has excluded them by a law, official regulation, or act of compliance meeting the requirements of paragraph 1.8(a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan/Credit Account for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to

- Iraq

Note:-

The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/procure/debarr.html>.

Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, the World Bank.