

# **Request for Bids Framework Agreements Goods**

**(One-Envelope Bidding Process)**

**September 2023**



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## Summary of contents

### Specific Procurement Notice

#### **Specific Procurement Notice - Request for Bids (RFB) Framework Agreement(s) Goods**

The Specific Procurement Notice template, included in this SPD, is the notice to be used for a Request for Bids, one-envelope Primary Procurement process to conclude a Framework Agreement(s).

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

#### **PART 1 BIDDING PROCEDURES**

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

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. It contains details on the submission, opening, and evaluation of Bids received during the Primary Procurement process. It also provides an overview of the Secondary Procurement process for the award of a Call-off Contract(s) once the Framework Agreement(s) is concluded. This is more fully described in the Framework Agreement. **Section I is to be used without modification.**

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

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

##### **Section III Evaluation and Qualification Criteria**

This Section specifies the criteria for the evaluation of Bids and the qualification of Bidders, including the methodology, which results in the determination of which Bidders will be invited to conclude a Framework Agreement(s).

##### **Section IV Bidding Forms**

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

##### **Section V Eligible Countries**

This Section contains information regarding eligible countries.

##### **Section VI Fraud and Corruption**

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

## **PART 2 SUPPLY REQUIREMENTS**

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

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

## **PART 3 PROCURING AGENCY FORMS**

### **Section VIII Procuring Agency Forms**

This Section includes the forms for the Notification of Intention to Conclude a Framework Agreement and Notification to Conclude a Framework Agreement.

## **PART 4 FRAMEWORK AGREEMENT FOR GOODS**

This Part sets out the provisions of the Framework Agreement

SCHEDULE 1: Schedule of Requirements

SCHEDULE 2: Price Schedules

SCHEDULE 3: Secondary Procurement

SCHEDULE 4: Secondary Procurement Forms

SCHEDULE 5: List of Purchasers (if applicable)

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## Specific Procurement Notice (SPN)

# Request for Bids

## Framework Agreements for Goods

(Primary Procurement, One-Envelope Bidding Process)

**Procuring Agency:** Project Management Unit (PMU), Sindh Energy Department (SED)

**Country:** Pakistan

**Name of Project:** Sindh Solar Energy Project (SSEP)

**Framework Agreement Title:** Procurement of Solar Home Systems (SHS) Kits

**RFB Reference No.:** PK-SED-373956-GO-RFB

**Loan No./Credit No./Grant No.:** 62580-Pak

1. The Islamic Republic of Pakistan has received financing from the World Bank toward the cost of the Sindh Solar Energy Project (SSEP), Sindh Energy Department, the scope of which is described on the SSEP and World Bank websites. The implementation of Component 3 has a target for dissemination of affordable Solar Home System (SHS) kits to lower income households in Sindh. Following a number of challenges with the original design and low implementation results so far, SSEP now intends to adopt a “bulk procurement” model, whereby SHS kits shall be procured, imported, combined with other domestically supplied components, and then distributed to all districts in Sindh using a network of Last Mile Distributors (LMDs). SSEP intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreement (FA) for Procurement of Solar Home Systems (SHS) Kits, concluded through this RFB Primary Procurement process. The primary procurement to conclude a Framework Agreement and the Secondary Procurement to award a Call-off Contract(s) will be governed by the World Bank’s Procurement Regulations. For this contract, the Purchaser has the option to 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 Procuring Agency is undertaking the Primary Procurement with a view to concluding Framework Agreements. The Procuring Agency is the sole Purchaser under these Framework Agreements. The Procuring Agency now invites sealed Bids from eligible Bidders for Solar Home System (SHS) Kits.

S#	Description of Goods	Estimated Quantity over the term of FA	Indicative range of call-off Quantities	Indicative Delivery
1	SHS kit comprising: i) Solar home system ( $\geq 80$ W solar panel, battery, charge controller, 3x LED bulbs mobile phone charging facility, balance of system components) ii) DC pedestal fan iii) Solar panel mounting frame	200,000 Units	10,000 to 50,000	3 to 6 months
	<b>Total</b>	<b>200,000 Units</b>	<b>200,000 Units</b>	<b>18 Months</b>

3. The Framework Agreements to be concluded will be Single-User. The Single-User entitled to purchase under the Framework Agreements is Project Management Unit (PMU), Sindh Energy Department.
4. The Framework Agreements to be concluded will be multi-Supplier.
5. The selection of a FA Supplier to be awarded a Call-off Contract will be made through a Secondary Procurement process as defined in the Framework Agreements. However, the conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency, including participating Purchasers, to purchase Goods under a Call-off Contract. The conclusion Framework Agreement does not guarantee that a FA Supplier will be awarded a Call-off Contract.
6. Bidding will be conducted through International Competitive Procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" dated July 2016, revised November 2017. ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations.
7. Bidders must submit unit price for a complete unit of kit including all items of a kit and quantities of kits as indicated above.
8. The Framework Agreements shall be concluded for a Term of eighteen (18) months from the commencement date stated in the Framework Agreements, subject to any mutually agreed extension which will not exceed two additional years or project closing whichever falls earlier.
9. The Primary Procurement shall establish Closed Framework Agreements.

10. Interested eligible Bidders may obtain further information from Project Management Unit (PMU), Sindh Solar Energy Project (SSEP), [pd@ssep.gos.pk](mailto:pd@ssep.gos.pk) and [strategic.advisor@ssep.gos.pk](mailto:strategic.advisor@ssep.gos.pk) and inspect the Bidding document during office hours 1000 hours to 1700 hours, Monday to Friday at the address given below.
11. The Bidding document in English may be downloaded from [www.ssep.gos.pk](http://www.ssep.gos.pk) by interested Bidders free of cost.
12. A pre-bid meeting will be held at 1100 hours on 10<sup>th</sup> October 2023 in the PMU (SSEP), Bungalow # F-3, Block – 9, Clifton near The Forum, Karachi, Pakistan. A link for virtual participation will be shared with the interested bidders.
13. Bids must be delivered to the address below on or before 1500 hours, 25<sup>th</sup> October 2023. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on 1530 hours, 25<sup>th</sup> October 2023.
14. All bids must be accompanied by a Forced Labor Performance Declaration and a Forced Labor Declaration in the forms in Section IV Bidding Forms.
15. The address referred to above is:

**Sindh Solar Energy Project  
Project Director**

Project Management Unit, Sindh Solar Energy Project, Energy Department,  
Bungalow # F-3, Block – 9, Clifton near The Forum, Karachi, Pakistan. 75580

Contact: +92 21 99332283, Karachi, Pakistan

Email: [pd@ssep.gos.pk](mailto:pd@ssep.gos.pk)

Website: [www.ssep.gos.pk](http://www.ssep.gos.pk)





# **Request for Bids Framework Agreements Goods**

**(Primary Procurement, One-Envelope Bidding Process)**

**Procurement of:**  
*Solar Home System (SHS) Kits*

**Procuring Agency:** Project Management Unit (PMU)

**Country:** Pakistan

**Name of Project:** Sindh Solar Energy Project (SSEP)

**Framework Agreement Title:** Procurement of Solar Home System (SHS) Kits

**RFB Reference No.:** *PK-SED-373956-GO-RFB*

**Loan No./Credit No./Grant No.:** 62580-Pak

**RFB Issued on:** 8<sup>th</sup> September 2023



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# **Request for Bids Framework Agreement(s) Goods**

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# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders (ITB)

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## Section I. Instructions to Bidders

### A. General

#### 1 Scope of Bid

- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB) Framework Agreement(s) Goods, specified **in the Bid Data Sheet (BDS)**, the Procuring Agency, as specified **in the BDS**, issues this Request for Bids (RFB) document as part of the Primary Procurement process for Goods, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name and identification of this RFB are specified **in the BDS**.
- 1.2 Throughout this Bidding document:
  - (a) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Procuring Agency) with proof of receipt;
  - (b) if the context so requires, **“singular”** means **“plural”** and vice versa;
  - (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;
  - (d) **“Call-off Contract”** means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties to the contract are the Purchaser and Supplier;
  - (e) **“Closed Framework Agreement”**: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;
  - (f) **“Country”** means the Procuring Agency’s/Purchaser’s country;

- (g) **“Delivery Period”** is the specified period from the date of formation of a Call-off contract for delivery of the Goods, as per the applicable Incoterms.
- (h) **“Framework Agreement (FA)”** means the agreement between the Procuring Agency and Supplier (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;
- (i) **“FA Supplier”** means a Supplier;
- (j) **“Goods”** means all goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services;
- (k) **“Lead Purchaser”** when named in the Framework Agreement, a Lead Purchaser is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Purchasers in managing and administering the Framework Agreement, and (b) as a Purchaser in its own right;
- (l) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;
- (m) **“Multi-Supplier Framework Agreement”** means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (n) **“Primary Procurement”** means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB;
- (o) **“Procuring Agency”** means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);



- (p) **“Purchaser”**, as **specified in the BDS**, means the agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement;
- (q) **“Related Services”** if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement Schedule 1: Schedule of Requirements, and specifically described in a Call-off Contract;
- (r) **“Responsible Agency”** when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Purchaser or Purchasers, once it has been concluded. A Responsible Agency is not a Purchaser under the Framework Agreement;
- (s) **“Secondary Procurement”** means the process described in the Framework Agreement and followed by a Purchaser to select a FA Supplier, and award a Call-off Contract for the supply of Goods;
- (t) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Purchaser;
- (u) **“Single-Supplier Framework Agreement”** means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (v) **“Supplier”** means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a “FA Supplier”;
- (w) **“Term”** mean the duration of a Framework Agreement starting on the Commencement Date.

Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

## 2 Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has applied for, or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

## 3 Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether 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, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.

#### 4 Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder that submits a bid for the same item; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder that submits a bid for the same item; or
  - (c) has the same legal representative as another Bidder that submits a bid for the same item; or
  - (d) has a relationship with another Bidder that submits a bid for the same item, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Bid; or

- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Purchaser or Borrower in implementing the Framework Agreement or a Call-off Contract; or
  - (g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in the **BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who:
    - (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or
    - (ii) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Framework Agreement and/or Call-off Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to **ITB 4.8**. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of

incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of a Call-off Contract including Related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, Bid for, propose for, or conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency's Country may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
- (a) are legally and financially autonomous;
  - (b) operate under commercial law; and
  - (c) are not under supervision of the Procuring Agency, Responsible Agency or a Purchaser.
- 4.7 Eligibility of Bidders suspended, as a result of the execution of a Bid-Securing Declaration or Proposal-Securing Declaration, shall be as follows:
- (a) A Bidder that is under suspension from Bidding, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by the Purchaser in case of a Single-User Framework Agreement or all Purchasers in a Multi-User Framework Agreement shall not be eligible to bid to conclude a framework agreement.
  - (b) A Bidder that has concluded a framework agreement is ineligible to quote for or to be

awarded a Call-off contract by a Purchaser that has suspended the bidder as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

- (c) Subject to (a) above, a Bidder that is under suspension, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by a Procuring Agency is eligible to bid for the framework agreement.

4.8 Firms and individuals may be ineligible if so indicated in Section V and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

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

4.10 A firm that is under a sanction of debarment by the Borrower from concluding a contract, or a Framework Agreement or being awarded a Call-off 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 a Call-off Contract awarded under a Framework Agreement and financed by the Bank, may have their

origin in any country in accordance with Section V, Eligible Countries.

- 5.2 For purposes of this ITB, the term “Goods” includes commodities, raw materials, 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 the RFB Document**

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

- 6.1 The Bidding document consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes, and should be read in conjunction with any addenda issued in accordance with **ITB 8**.

#### **PART 1 - Bidding Procedures**

Section I - Instructions to Bidders (ITB)

Section II - Bidding Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

Section VI - Fraud and Corruption

#### **PART 2 - Supply Requirements**

Section VII - Schedule of Requirements

#### **PART 3 - Procuring Agency Forms**

#### **PART 4 - Framework Agreement (FA)**

SCHEDULE 1: Schedule of Requirements

SCHEDULE 2: Price Schedules

SCHEDULE 3: Secondary Procurement

SCHEDULE 4: Call-off Contract General Conditions of Contract

SCHEDULE 5: Secondary Procurement Forms

SCHEDULE 6: List of Purchasers (if applicable)

- 6.2 The Specific Procurement Notice “Request for Bids to conclude a Framework Agreement(s) for Goods”, issued by the Procuring Agency is not part of this Bidding document.
- 6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with its Bid all information or documentation as is required by the Bidding document.
- 7 Clarification of Bidding Document**
- 7.1 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency’s address specified **in the BDS**. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with **ITB 6.3**, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Procuring Agency shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the Bidding document, the Procuring Agency shall amend the Bidding document following the procedure under **ITB 8** and **ITB 22.2**.
- 8 Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing addenda.
- 8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the



Procuring Agency in accordance with **ITB 6.3**. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency’s web page in accordance with **ITB 7.1**.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to **ITB 22.2**.

### **C. Preparation of Bids**

#### **9 Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

#### **10 Language of Bid**

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

#### **11 Documents Comprising the Bid**

- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid prepared in accordance with **ITB 12**;
  - (b) Price Schedules: completed in accordance with **ITB 12** and **ITB 14**;
  - (c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3**;
  - (d) Qualifications: documentary evidence in accordance with **ITB 17** establishing the Bidder’s qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;

- (e) Bidder’s Eligibility: documentary evidence in accordance with **ITB 17** establishing the Bidder’s eligibility to Bid;
  - (f) Eligibility of Goods and Related Services: documentary evidence in accordance with **ITB 16** and **ITB 30**, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
  - (g) Conformity: documentary evidence in accordance with **ITB 16**, that the Goods and Related Services conform to the Bidding document; and
  - (h) any other document required **in the BDS**.
- 11.2 In addition to the requirements under **ITB 11.1**, Bids submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12 Letter of Bid and Price Schedules**
- 12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 20.3**. All blank spaces shall be filled in with the information requested.
- 13 Alternative Bids**
- 13.1 Alternative Bids shall not be permitted in this Primary Procurement process.
- 14 Bid Prices and Discounts**
- 14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 Bidders shall provide their prices in the Price Schedules, as specified ITB 14.7 below.

- 14.3 The price to be quoted in the Letter of Bid in accordance with **ITB 12.1** shall be, as specified **in the BDS**.
- 14.4 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with **ITB 12.1**.
- 14.5 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.
- 14.6 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 BDS**.
- 14.7 Unit prices in the Price Schedules shall be quoted against either estimated quantities over the duration of the Framework Agreement (Term) or indicative range of individual Call-off quantities as specified in the BDS. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Purchaser's right to award a Call-off contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) **For Goods to be supplied from within the Procuring Agency's Country:**
- (i) **If manufactured in the Procuring Agency's Country:** 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, including the price

for inland transportation, insurance, and other local services required to convey the Goods to a place of destination as specified in the Bid Data Sheet;

(ii) **If manufactured outside the Procuring Agency’s Country and already imported at the time of Call-off contract:** the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) including the price for inland transportation, insurance, and other local services required to convey the Goods to a place of destination as specified in the Bid Data Sheet, but excluding any custom duties and other import taxes on the Goods.

(b) For Goods manufactured outside the Procuring Agency’s Country, **to be imported for supply under a Call-off Contract:**

(i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency’s Country, as specified **in the BDS;**

(c) 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, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.8 During the Call-off process, suppliers may be required to include the additional prices for inland transportation, insurance, and other incidental services required to convey the Goods to their final destination/s.

## 15 Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Agency’s Country, unless otherwise specified **in the BDS.**

- 15.2 The Bidder may express the Bid price in any currency. If the Bidder 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 Procuring Agency's Country.
- 16 Documents Establishing the Eligibility and Conformity of Goods**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with **ITB 5**, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following acceptance of the Goods by the Purchaser (if a Call-off Contract is awarded to the Bidder as a FA Supplier).
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are

superior to those specified in the Section VII, Schedule of Requirements.

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

17.1 To establish Bidder's eligibility in accordance with **ITB 4**, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency's satisfaction:

(a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency's Country;

(b) that, if required **in the BDS**, in case of a Bidder not doing business within the Procuring Agency's Country, the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations in respect of the Goods; and

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

**18 Period of Validity of Bids**

18.1 Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITP 8. A Bid that is not valid until the date **specified in the BDS**, 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 Bid validity, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be

required or permitted to modify its Bid, except as provided in **ITB 18.3**.

18.3 If the conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Framework Agreement Base Price shall be determined as follows:

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

**19 No Bid Security or Bid Securing Declaration**

19.1 Bid Security or Bid-Securing Declaration is **not** required for this Primary Procurement process.

**20 Format and Signing of Bid**

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in **ITB 11** and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as

evidenced by a power of attorney signed by their legally authorized representative(s).

- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

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

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

21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope, the Bidder shall place the following separate, sealed envelope

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in **ITB 11**; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid; and,

21.2 The inner and outer envelopes, shall:

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

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

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

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

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



**23 Late Bids**

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

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

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

- (a) prepared and submitted in accordance with **ITB 20** and **ITB 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 Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with **ITB 22**.

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

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

**25 Bid Opening**

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

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the

corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

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

(b) the Bid Price, per lot (item) if applicable, including any unconditional discounts;

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

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

### **26 Confidentiality**

26.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with **ITB 39.1**.

26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.

26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.

### **27 Clarification of Bids**

27.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted.

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

**28 Deviations, Reservations, and Omissions**

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

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

**29 Determination of Responsiveness**

29.1 The Procuring Agency’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in **ITB 11**.

29.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Framework Agreement; or
  - (ii) limit in any substantial way, inconsistent with the Bidding document, the Procuring Agency’s rights or the Bidder’s obligations under the Framework Agreement; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with **ITB 16** and **ITB 17**, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of Bidding document, it shall be rejected by the Procuring Agency and may not subsequently be

made responsive by correction of the material deviation, reservation, or omission.

**30 Nonconformities, Errors and Omissions**

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

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

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

**31 Correction of Arithmetical Errors**

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

(a) if there is a discrepancy between the unit prices in the Price Schedule Summary and the individual Price Schedules, the unit prices in the latter shall prevail; and

(b) if there is a discrepancy between amounts in words and figures, the amounts in words shall prevail, unless the amount expressed in words is related to an error, in which case the amount in figures shall prevail subject to (a) above.

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

**32 Conversion to Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.

- 33 No Margin of Preference** 33.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.
- 34 Evaluation of Bids**
- 34.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Procuring Agency shall consider the following:
- (a) evaluation will be done **item-wise** as quoted in accordance with **ITB 14**;
  - (b) price adjustment for correction of arithmetic errors in accordance with **ITB 31.1**;
  - (c) price adjustment due to unconditional discounts offered in accordance with **ITB 14.4**;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 32**;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 30.3**; and;
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.
- 34.4 The Procuring Agency’s evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Procuring Agency’s Country, sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Bidder;

- (b) in the case of Goods manufactured outside the Procuring Agency's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Bidder;
- (c) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in Section B: Framework Agreement Specific Provisions.

34.5 The Procuring Agency's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with **ITB 14**. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services or geographic location. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in **ITB 34.2(f)**.

### **35 Comparison of Bids**

35.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with **ITB 34.2** to determine the ranking of Bids based on the lowest evaluated cost. The comparison shall be on the basis of **unit rates** quoted in accordance with ITB 14, plus any required Related Services, as bid in accordance with ITB 14. The evaluation of prices shall not take into account custom duties and other taxes levied on imported Goods and sales and similar taxes levied in connection with the sale or delivery of Goods.

### **36 Qualification of the Bidder(s)**

36.1 Before concluding a Framework Agreement(s), the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 17**. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Bidding document), or any other firm(s) different from the Bidder.
- 36.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.
- 37 Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.
- 38 Standstill Period**
- 38.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 44**. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 39 Notification of Intention to Conclude a Framework Agreement**
- 39.1 The Procuring Agency shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder(s) submitting the successful Bid(s);
  - (b) the price(s) of the successful Bid(s), or pricing mechanism(s);
  - (c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated;



- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) information in (c)) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

## **F. Conclusion of a Framework Agreement**

- |  |   |
|--|---|
| <b>40 Framework Agreement Criteria</b>                   | 40.1 This is a Closed Framework Agreement.  |
|  | 40.2 The Procuring Agency shall specify in the BDS and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.   |
| <b>41 Notification to Conclude a Framework Agreement</b> | 41.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in <b>ITB 38.1</b> or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder. |
| <b>42 No Obligation to Purchase</b>                      | 42.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to purchase any Goods under the Framework Agreement.   |
| <b>43 Non-exclusivity</b>                                | 43.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Goods from other suppliers who are not FA Suppliers.   |
| <b>44 Debriefing by the Procuring Agency</b>             | 44.1 On receipt of the Procuring Agency's Notification of Intention to Conclude a Framework Agreement(s), referred to in <b>ITB 39.1</b> , an unsuccessful Bidder has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.   |

- 44.2 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency 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 Procuring Agency shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 44.3 Where a request for debriefing is received by the Procuring Agency later than the three (3)-Business Day deadline, the Procuring Agency should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.
- 44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally (over the phone or video conference) or in person. The Bidders shall bear their own costs of attending such a debriefing meeting.
- 45 Signing the Framework Agreement**
- 45.1 Unless an earlier deadline is stipulated **in the BDS**, the Bidder shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.
- 45.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Purchasers.
- 46 Publication of the Conclusion of Framework Agreement Notice**
- 46.1 Within ten (10) Business Days of transmission to the successful Bidder(s) of the Notification(s) to Conclude a Framework Agreement(s), as per **ITB 41.1**, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Procuring Agency, and if applicable, all participating Purchasers;

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

46.2 The Conclusion of Framework Agreement Notice shall be published on the Procuring Agency’s website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency’s Country, or in the official gazette. The Procuring Agency shall also publish the Conclusion of Framework Agreement Notice in UNDB online.

**47 Procurement Related Complaint**

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

**G. Secondary Procurement Process for awarding a Call-off Contract**

**48 Method and criteria for award of Call-off Contract**

48.1 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the Goods must continue to be eligible, as per the criteria stipulated in this RFB. The Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.

**49 Adjustment to the Base Price**

49.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in the Framework Agreement.



## Section II - Bid Data Sheet (BDS)

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

<b>A. General</b>	
<b>ITB 1.1 and 1.2 (p)</b>	<p>The Procuring Agency is: Project Management Unit (PMU)</p> <p>The Procuring Agency is the agency that will conclude, administer and manage the Framework Agreement, and be the sole Purchaser under the Framework Agreement.</p> <p>The reference number of the Request for Bids (RFB) is: <i>PK-SED-373956-GO-RFB</i></p> <p>The name of the RFB is: Procurement of Solar Home System (SHS) Kits</p>
<b>ITB 1.2 (l) or (t)</b>	This Primary Procurement will conclude a Single-User Framework Agreements
<b>ITB 1.2 (p)</b>	Not Applicable
<b>ITB 1.2 (m) or (u)</b>	<p><b>Multi-Supplier Framework Agreement</b></p> <p>This Primary Procurement intends to conclude Multi-Supplier Framework Agreements.</p> <p><u>Framework Agreement panel – minimum number: four (4)</u></p> <p>The Procuring Agency intends to conclude Framework Agreements with a minimum number of Bidders for each range of Call-off quantities if bidders are required to offer their unit prices corresponding to a range of Call-off quantities.</p> <p>The minimum number is four (4).</p> <p><u>Framework Agreement panel – maximum number: six (6)</u></p>
<b>1.2 (w)</b>	<p><b>Term of Framework Agreements</b></p> <p>The Framework Agreements shall be for a Term of eighteen (18) months.</p>
<b>ITB 2.1</b>	<p>The Borrower is: Islamic Republic of Pakistan</p> <p>Loan or Financing Agreement amount: \$100 million</p> <p>The name of the Project is: Sindh Solar Energy Project (SSEP), Energy Department, Govt of Sindh</p>
<b>ITB 4.1</b>	Not Applicable

<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>B. Contents of the RFB Document</b>	
<b>ITB 7.1</b>	<p>For <b>clarification of Bid purposes</b> only, the Procuring Agency’s address is:  Attention: Project Director, PMU, Sindh Solar Energy Project  Address: Bungalow # F-3, Block – 9, Clifton near The Forum  Floor/Room number: First Floor  City: Karachi  ZIP Code: 75580  Country: Pakistan  Telephone: +92 21 99332283, +92 21 99332287, +92 21 99332107  Electronic mail address: <a href="mailto:pd@ssep.gos.pk">pd@ssep.gos.pk</a>, copied to <a href="mailto:strategic.advisor@ssep.gos.pk">strategic.advisor@ssep.gos.pk</a> and <a href="mailto:info@ssep.gos.pk">info@ssep.gos.pk</a>  Requests for clarification should be received by the Purchaser Ten (10) days prior to the deadline for the submission of the bids.  Web page: <a href="http://www.ssep.gos.pk">www.ssep.gos.pk</a></p>
<b>ITB 7.1</b>	<p>A Pre-Bid meeting shall take place at the following date, time and place:  Date: 10<sup>th</sup> October 2023  Time: 1100 hours  Place: PMU (SSEP), Bungalow # F-3, Block – 9, Clifton near The Forum, Karachi, Pakistan</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The <b>language of the Bid</b> is English  All correspondence shall be in English. The language for translation of supporting documents and printed literature is English.</p>
<b>ITB 11.1 (h)</b>	The Bidder shall submit the following additional documents in its Bid: Forced Labor Declaration using the form included in Section IV, Bidding Forms
<b>ITB 14.3</b>	<p>Multi- Supplier FA  The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the unit bid prices against the range of Call-off quantities, as specified in the Schedule of Prices.</p>
<b>ITB 14.6</b>	The <b>Incoterms</b> edition that will apply to Framework Agreement Call-off Contracts is: 2020

<b>ITB 14.7</b>	Unit Prices in the Price Schedules shall be quoted against indicative range for individual call-off quantities.
<b>14.7 a(i), (ii)</b>	<b>Place of destination:</b> Bidder's designated Warehouse at Karachi, Pakistan
<b>ITB 14.7 (b)(i)</b>	<b>Named place(s) of destination,</b> as per Incoterms used, is Karachi, Pakistan.
<b>ITB 15.1</b>	The Bidder is <b>NOT required to quote in the currency of the Procuring Agency's Country the portion of the Bid price</b> that corresponds to expenditures incurred in that currency.
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): Two (2) Years following acceptance of the Goods by the Purchaser under a Call-off Contract.
<b>ITB 17.2 (a)</b>	Manufacturer's authorization is required.
<b>ITB 17.2 (b)</b>	After sales service is not required. However, successful bidder shall be bound to support Last Mile Distributors in honoring warranty claims which entails either repair or replacement.
<b>ITB 18.1</b>	The Bid shall be valid for 90 days.
<b>ITB 18.3(a)</b>	Where the Bid validity period is extended, the Bid price shall be adjusted (to determine the FA Base price) by the following factor(s):  (1) The local currency portion of the FA Base Price shall be adjusted by a factor reflecting local inflation during the period of extension, and  (2) the foreign currency portion of the FA Base Price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies to be delivered to the Procuring Agency is three (3) copies.
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of  I. Power of Attorney/Letter of Authorization to sign the Bid

<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b>Bid submission purpose</b> only, the Procuring Agency’s address is:            Attention: Project Director, PMU, Sindh Solar Energy Project            Address: Bungalow # F-3, Block – 9, Clifton near The Forum            Floor/Room number: First Floor            City: Karachi            ZIP Code: 75580            Country: Pakistan</p> <p><b>The deadline for Bid submission is:</b>            Date: 25<sup>th</sup> October 2023            Time: 03:00 p.m.            Bidder shall not have the option of submitting their Bids electronically.</p>
<b>ITB 25.1</b>	<p>The <b>Bid opening</b> shall take place at:            Office of the Project Director, PMU, Sindh Solar Energy Project            Address: Bungalow # F-3, Block – 9, Clifton near The Forum            Floor/Room number: First Floor            City: Karachi            ZIP Code: 75580            Country: Pakistan            Date: 25<sup>th</sup> October 2023            Time: 03:30 p.m.</p>
<b>ITB 25.6</b>	The Letter of Bid shall be numbered and initialed by three (03) representatives of the Procuring Agency conducting Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
<b>ITB 32.1</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices expressed in various currencies into a single currency is PKR.



	<p>The source of exchange rate shall be State Bank of Pakistan.</p> <p>The date for the exchange rate shall be the date of opening of price bids.</p>
<b>ITB 34.5</b>	<p>The consideration of other factors during the evaluation, in addition to the Bid Price quoted, include the factors set out below as more fully described in Section III, Evaluation and Qualification Criteria;</p> <p>(a) <b>Life cycle costs:</b> Not Applicable</p> <p>(b) <b>The performance and productivity of the equipment offered:</b> Not Applicable</p>
<b>F. Concluding a Framework Agreement</b>	
<b>ITB 45</b>	<p><b>Signing the Framework Agreement</b></p> <p>The Bidder shall sign, date and return the Framework Agreement within Ten (10) calendar days.</p>
<b>ITB 47</b>	<p>The procedures for making a Procurement-related Complaint are detailed in Annex III of the <u>Procurement Regulations for IPF Borrowers</u>. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;"><b>For the attention:</b> Secretary Energy</p> <p style="padding-left: 40px;"><b>Procuring Agency:</b> Sindh Energy Department (SED)</p> <p style="padding-left: 40px;"><b>Email address:</b> <i>secretary@sindhenergy.gov.pk</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the Procuring Agency’s Bidding Documents; and</li> <li>2. the Procuring Agency’s decision to conclude a Framework Agreement(s).</li> </ol>



## **Section III - Evaluation and Qualification Criteria**

This Section contains the criteria that the Procuring Agency shall use to conclude a Framework Agreement(s). The criteria and methodology described is to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this RFB document for the Primary Procurement process.

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## 1. Evaluation of Bids (ITB 34)

### Evaluation Criteria (ITB 34.2)

The Procuring Agency's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with **ITB 14.8**, one or more of the following factors as specified in **ITB 34.2(f)** and in BDS referring to **ITB 34.5**, using the following criteria and methodologies.

- (a) **Life Cycle Costs:** Not Applicable
- (b) **Performance and productivity of the equipment:** Not Applicable
- (c) **Specific additional criteria:** Not Applicable

## 2. Criteria to conclude a Framework Agreement(s) (ITB 40)

### Criteria for a Multi-Supplier Framework Agreement:

The Procuring Agency will conclude Framework Agreements with the Bidders that meet the qualification criteria and whose Bids have been determined to be substantially responsive as follows;

- (a) All Bidders shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.
- (b) The Procuring Agency will conclude a FA with:
  - (i) All the Bidders ranked in (a) above if no maximum number of suppliers is specified in BDS ITB 1.2 (I)
  - (ii) the Bidders ranked first up to the maximum number of suppliers specified in the **BDS ITB 1.2 (I)**.
- (c) If the number of Bidders is less than the minimum (4) specified in the **BDS ITB 1.2 (I)**, the Procuring Agency may decide to invite new bids. Alternatively, the Procuring Agency may conclude the FA with all those Bidders where, an insufficient number of Bids are received, or an insufficient number of Bids meet the criteria for conclusion of Framework Agreements.

## 3. Post Qualification Criteria (ITB 36.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with **ITB 34**, the Procuring Agency shall carry out the post-qualification of the Bidder in accordance with **ITB 36**, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) **Financial Capability:** The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position.

**Specific Experience:** The Bidder shall demonstrate that it has successfully completed at least three (3) contracts within the last ten (10) years prior to bid submission deadline, each with a value of at least \$3 million that have been successfully and substantially completed and that are similar in nature and complexity to the goods it offers to supply and the related services.

**Documentary Evidence:** The Bidder shall furnish documentary evidence to demonstrate that the goods that it offers to supply meet the following usage requirement:

The following documents (at a minimum) should be provided:

- Evidence of meeting the technical requirements
  - VeraSol Standardized Specification Sheet or equivalent
  - Valid VeraSol Product Testing Verification Letter or equivalent
  - Official IEC TS 62257-9-5 or TS 62257-9-8 test report or equivalent

DC fan test report issued by ISO/IEC 17025 accredited lab or equivalent

**(b) Manufacturing Experience and Technical Capacity:**

For the items under the Contract (as indicated in the table below) that the Bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:

- (i) it has manufactured goods of similar nature and complexity for at least ten (10) years, prior to the bid submission deadline; and
- (ii) its annual production capacity of goods of similar nature and complexity for each of the last ten (10) years prior to the bid submission deadline, is at least the same quantity specified under this procurement.

**Manufacturer's authorization:** A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;

At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.

**Forced Labor past performance declaration -** all the bidders (including, for joint venture, each member of the joint venture), Subcontractors, suppliers and/or manufacturers proposed by the bidder to declare any contracts that have been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. Documentation required: Forced Labor Performance Declaration in Section IV Bid Forms.

## Section IV - Bid Forms

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# Letter of Bid

## Primary Procurement - Framework Agreement Goods

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

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

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

### **Framework Agreement - Goods**

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

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

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

To: *[insert complete name of Procuring Agency]*

- (a) **No reservations:** We have examined and have no reservations to the RFB document, including addenda issued in accordance with Instructions to Bidders (**ITB 8**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;
- (c) **Eligible Goods and Related Services:** If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with **ITB 5** and Section V, Eligible Countries. The Goods and Related Services shall be sourced from *[insert name of the country(ies)]*
- (d) **Bid/Proposal-Securing Declaration:** *[select OPTION 1 or 2 as applicable]*

#### *OPTION 1*

*“We have neither been suspended nor declared ineligible by the Purchaser(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with **ITB 4.7**” or*

#### *OPTION 2*

*“We have been suspended or declared ineligible by the following entities based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with **ITB 4.7** *[insert name of entities]*”;*

- (e) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]
- (f) **Conformity:** We offer to supply, in conformity with the RFB document and in accordance with Section VII- Schedule of Requirements, the following Goods: [*insert a brief description of the Goods and Related Services*];
- (g) **Bid Price:** “The total unit price/s of our Bid excluding any discounts offered in item (h) below is as provided in the attached Price Schedule Summary;
- (h) **Unconditional Discounts:** The unconditional discounts offered are: [*Specify in detail each unconditional discount offered.*]
- The exact method of calculations to determine the net price after application of unconditional discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (i) **Bid Validity Period:** Our Bid 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;
- (j) **Performance Security:** If our Bid is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (k) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITB 4.3**;
- (l) **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 Procuring Agency’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (m) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
- (n) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB process or execution of the Contract: [*insert*



*complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- (o) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency/Purchaser(s) to purchase any Goods, and/or Related Services from any FA Supplier during the Term of the Framework Agreement.
- (p) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procuring Agency/Purchaser in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Purchaser(s), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Bid on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (q) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Bid that you may receive.
- (r) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

## Bidder Information Form

### Primary Procurement - Framework Agreement Goods

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

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

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

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

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

## Bidder's JV Members Information Form (Not Applicable) Primary Procurement - Framework Agreement Goods

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

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

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

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information <b>Name:</b> <i>[insert name of JV's Member authorized representative]</i> <b>Address:</b> <i>[insert address of JV's Member authorized representative]</i> <b>Telephone/Fax numbers:</b> <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> <b>Email Address:</b> <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 <b>ITB 4.4.</b> <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 Procuring Agency or Purchaser, in accordance with <b>ITB 4.6.</b>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]*

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<b>in accordance with Section III, Qualification Criteria, and Requirements</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

## Price Schedule Forms

The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Agency in the Schedule of Requirements.

***Quantities based on call-off indicative quantities***  
**Price Schedule: Goods manufactured outside the Procuring Agency's  
Country, to be imported**

Date: _____						
RFB No: _____						
Page N° _____ of _____						
1	2	3	4	5		6
Line Item N°	Description of Goods	Country of Origin	Indicative Delivery Period as defined by Incoterms	Indicative Quantity and physical unit per individual Call-off *		Unit price CIP [insert named place of destination], in accordance with ITB 14.7 (b)
				Minimum	Maximum	
1	Solar Home Systems Kits	[insert country of origin of the Goods]	3-6 Months	10,000 SHS Kits	50,000 SHS Kits	[insert price per unit]
2	DC Pedestal Fans	[insert country of origin of the Goods]	3-6 months	10,000 DC Pedestal Fans	50,000 DC Pedestal Fans	[insert price per unit]
3	Solar panel mounting frame	[insert country of origin of the Goods]	3-6 months	10,000 Solar panel mounting frame	50,000 Solar panel mounting frame	[insert price per unit]
Name of Bidder [insert complete name of Bidder]						
Signature [signature of person authorized to sign the Bid]						
Date [insert date]						

\* **Note to Bidder:** If multiple ranges of Call-off quantities are provided for an item, unit prices for each range shall be inserted.

## *Quantities based on call-off indicative quantities*

### **Price Schedule: Goods to be supplied from within the Procuring Agency's Country**

		Date: _____				
		RFB No: _____				
		Page N° _____ of _____				
1	2	3	4	5		6
Line Item No.	Description of Goods	Country of Origin (for already imported Goods)	Indicative Delivery Period as defined by Incoterms	Indicative Quantity and physical unit per individual Call-off*		Unit price EXW (plus prices to deliver to place of destination, if required), in accordance with ITB 14.7 a (i) or (ii)
				Minimum	Maximum	
1	Solar Home Systems Kits	<i>[insert country of origin of the Goods]</i>	<i>3-6 Months</i>	<i>10,000 SHS Kits</i>	<i>50,000 SHS Kits</i>	<i>[insert price per unit]</i>
2	DC Pedestal Fans	<i>[insert country of origin of the Goods]</i>	<i>3-6 months</i>	<i>10,000 DC Pedestal Fans</i>	<i>50,000 DC Pedestal Fans</i>	<i>[insert price per unit]</i>
3	Solar panel mounting frame	<i>[insert country of origin of the Goods]</i>	<i>3-6 months</i>	<i>10,000 Solar panel mounting frame</i>	<i>50,000 Solar panel mounting frame</i>	<i>[insert price per unit]</i>
		Name of Bidder <i>[insert complete name of Bidder]</i>				
		Signature <i>[signature of person authorized to sign the Bid]</i>				
		Date <i>[insert date]</i>				

\* **Note to Bidder:** If multiple ranges of Call-off quantities are provided for an item, unit prices for each range shall be inserted.

### Price for Related Services and Completion Schedule

Date: \_\_\_\_\_  
 RFB No: \_\_\_\_\_  
 Page N° \_\_\_\_\_ of \_\_\_\_\_

1	2.	4	5	6	7
Item No.	Item Description	Description of Services (excludes inland transportation and other Related Services required in the Procuring Agency’s Country to convey the Goods to their final destination)	Country of Origin	Related Service Completion Period	Unit price
1	<i>Reporting to client</i>	<i>Product tracking, audit, and regular reporting to the Purchaser</i>	<i>Bidder’s warehouse, Karachi</i>	<i>3-6 months</i>	<i>[insert price per unit]</i>
2	<i>Warehousing of SHS Kits</i>	<i>Storage of SHS Kits at a secure facility</i>	<i>Bidder’s warehouse, Karachi</i>	<i>3-6 months</i>	<i>[insert price per unit]</i>
3	<i>Facilitation of LMD operations</i>		<i>Bidder’s warehouse, Karachi</i>	<i>3-6 months</i>	<i>[insert price per unit]</i>

Name of Bidder *[insert complete name of Bidder]*  
 Signature of Bidder *[signature of person authorized to sign the Bid]*  
 Date *[insert date]*



## Price Schedule Summary

	Date: _____				
	RFB No: _____				
	Page N° _____ of _____				
1	2	4	5	6	7
<b>Item No</b>	<b>Description of Goods</b>	<b>Unit price EXW (plus prices to deliver to place of destination, if required)</b>	<b>Unit price CIP (named place of destination)</b>	<b>Unit Price Related Services</b>	<b>Total Unit Price ((4+6) or (5+6), as applicable)</b>
<i>[insert Item No.]</i>	<i>[insert name of Goods]</i>	<i>[insert unit price]</i>		<i>[insert unit price]</i>	<i>[insert total unit price]</i>
	Name of Bidder <i>[insert complete name of Bidder]</i>				
	Signature of Bidder <i>[signature of person authorized to sign the Bid]</i>				
	Date <i>[insert date]</i>				

## Manufacturer's Authorization

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

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

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

To: *[insert complete name of Procuring Agency]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of Goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently sign a Framework Agreement permitting them to enter into Call-off Contracts for the supply of the Goods.

We hereby extend our full guarantee and warranty in accordance with FAP 11 of the Framework Agreement, 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 FAP 4 of the Framework Agreement.

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]*

# ANNEX II - Forced Labor Performance Declaration

*[The following table shall be filled in by the Bidder, each member of a Joint Venture, each Subcontractor/ supplier/ manufacturer providing solar panels and/or solar panel components proposed by the Bidder]*

**Bidder's Name:** *[insert full name]*

**Date:** *[insert day, month, year]*

**Joint Venture Member's or Subcontractor's/supplier's/manufacturer's Name:** *[insert full name]*

**RFB No. and title:** *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>Forced Labor Performance Declaration in accordance with Section III, Evaluation and Qualification Criteria</b>			
<b>We:</b>			
<input type="checkbox"/> (a) have not been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. <i>[ if (a) is declared, state N/A for (b) below]</i>			
<input type="checkbox"/> (b) have been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. Details are provided below:			
Year	Contract identification	Name of Employer	Reasons for suspension or, termination, and/or other contractual remedies applied including calling performance security
-	-	-	-
<input type="checkbox"/> (c) <i>[If (b) above is applicable, attach evidence demonstrating that adequate capacity and commitment to comply with Forced Labor obligations.]</i>			

**We declare that all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Employer and/or sanctions by the Bank.**

Name of the Bidder/ JV member/ Subcontractor/ supplier/ manufacturer

\_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Bidder/ JV member/ Subcontractor/ supplier/manufacturer

\_\_\_\_\_

Title of the person signing on behalf of the Bidder/ JV member/ Subcontractor/ supplier/ manufacturer

\_\_\_\_\_

Signature of the person named above

\_\_\_\_\_

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

\_\_\_\_\_

---

Countersignature of authorized representative of the Bidder (for forms submitted by a JV member, Subcontractor/  
supplier/ manufacturer):

Signature:

---

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

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## ANNEX III - Forced Labor Declaration<sup>1</sup>

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

RFB No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

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

To:

**We, the undersigned, declare that, if awarded the Contract, we, including our Subcontractors and suppliers/ manufacturers, are required to comply with the contractual Forced Labor obligations. In this regard, we:**

- (a) accept that there will be no Forced Labor among the staff, employees, workers and any other persons employed or engaged by us;
- (b) accept that staff, employees, workers and any other persons employed or engaged, will be hired under employment conditions that meet the contractual obligations set out in the Contract;
- (c) will include in our contracts with Subcontractors/ suppliers/ manufacturers of *[solar panels]* *[solar panel components]* obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by the Subcontractor/ supplier/ manufacturer;
- (d) will include in our contracts with Subcontractors/ suppliers/ manufacturers of *[solar panels]* *[solar panel components]*, that the Subcontractors/ suppliers/ manufacturers include an obligation to prevent Forced Labor in all contracts that they execute with their suppliers/ manufacturers of *[solar panel]**[solar panel components]*;
- (e) will monitor our Subcontractors/ suppliers/ manufacturers of *[solar panels]**[solar panel components]* on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;
- (f) will require our Subcontractors to monitor their suppliers/ manufacturers of *[solar panels]**[solar panel components]* on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;
- (g) will require our Subcontractors/ suppliers/ manufacturers to immediately notify us of any incidents of Forced Labor;
- (h) will immediately notify the Employer any incident of Forced labor on the site, or premises of Subcontractors/ suppliers/ manufacturers of *[solar panels]* *[solar panel components]*;
- (i) will include in periodic progress reports submitted in accordance with the contract sufficient details on our, including our Subcontractors/ suppliers/ manufacturers , compliance with Forced Labor obligations; and we

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<sup>1</sup> Annex III uses terms such as “bid” and “bidder”. The terms should be adjusted depending on the applicable procurement process terms such as “proposal” “proposer”

(j) confirm that the Subcontractors/ suppliers/ manufacturers for *[solar panels][solar panel components]* for this contract are (or likely to be):

**[Provide each firm's name, address, primary contact, e-mail address, and the link to the firm's website]**

## **OR**

confirm that you have not yet finalized the Subcontractors/ suppliers/ manufacturers of solar panels/components, but when known the firm/s name(s), address(es), primary contact(s), e-mail address(es) and web site link(s) will be provided to the Employer, prior to signing the contract, with documentation demonstrating compliance with forced labor obligations to the Employer for approval].

## **THEN**

**If (c) above is applicable**, attach evidence of how these contract obligations are/will be made.

**If (d) above is applicable**, attach evidence of how these contract obligations are/will be made.

**If (e) above is applicable**, please attach evidence of how this monitoring/due diligence is/will be undertaken (such as your inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labor inspection reports etc.).

**If (f) above is applicable**, please attach evidence of how this monitoring/due diligence is/will be undertaken by Subcontractors (such as their inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labor inspection reports etc.).

**We declare all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Employer and/or sanctions by the Bank.**

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

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

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

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

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

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

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

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

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## Section V - Eligible Countries

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

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, Goods and Related Services from the following countries are excluded from this procurement process:

1. Under ITB 4.8(a) and ITB 5.1: *none*.
2. Under ITB 4.8(b) and ITB 5.1: *none*





# Section VI - Fraud and Corruption

(Section VI shall not be modified)

## 1. Purpose

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

## 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. “obstructive practice” is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their

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

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

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

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

## **PART 2 – Supply Requirements**



# Section VII - Schedule of Requirements

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### Estimated Schedule of Requirements- Supply of Goods

Line Item N°	Description of Goods	Physical unit	Indicative Quantity per Specified Period [e.g. Year/Quarter etc.] <i>[if applicable]</i>				Indicative total Quantity required over the term of the FA	Delivery Period* as per Incoterms	Named Place/s of Destination
			Period 1 (3-6 months)	Period 2 (3-6 months)	Period 3 (3-6 months)	Period 4 (3-6 months)			
<b>1</b>	SHS kit comprising: iv) Solar home system (≥80 W solar panel, 18 Ah LFP battery, 3x LED bulbs mobile phone charging facility, balance of system components) v) DC pedestal fan vi) Solar panel mounting frame	<b>No.</b>	<b>10,000-50,000</b>	<b>10,000-50,000</b>	<b>10,000-50,000</b>	<b>10,000-50,000</b>	<b>200,000</b>	<b>3-6 months</b>	<b>Karachi</b>

\* “Delivery Period” is the specified period from the date of formation of a Call-off contract for delivery of the Goods as per the applicable Incoterms.



### Estimated Schedule of Requirements- Related Services\*

1	2.	4	
Item No.	Item Description	Description of Services in accordance with the Estimated List of Goods and Delivery Schedule (excludes inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination)	Place/s where Services will be performed ( <i>if known</i> )
1	Reporting to client	Product tracking, audit, and regular reporting to the Purchaser	Bidder's warehouse, Karachi
2	Warehousing of SHS Kits	Storage of SHS Kits at a secure facility	Bidder's warehouse, Karachi
3	Facilitation of LMD operations		Bidder's warehouse, Karachi



## Technical Specifications

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

<b>Item No</b>	<b>Name of Goods or Related Service</b>	<b>Technical Specifications and Standards</b>
1	Solar Home System	<p>Minimum 80W PV Panel, charge control unit(s), minimum 18 AH Lithium-Iron Phosphate battery/batteries, 3 LED bulbs and a Mobile phone charging facility.</p> <p>Laboratory testing according to IEC TS 62257-9-5:2018 or IEC 62257-9-8:2020 or equivalent standard has been conducted on this minimum system configuration (lighting, and mobile phone charging). VeraSol certified products or equivalent</p>
02	DC Pedestal fan 18" 450mm sweep size	<p>Oscillating DC fan that has a metal body and base. Minimum service value for DC Pedestal fans: 2.5 m<sup>3</sup>/min/W +/- 5%</p> <p>DC fans shall have been tested by an accredited lab through the following test procedures for the evaluation of product performance:</p> <ul style="list-style-type: none"> <li>• A procedure for measuring air delivery, power input, and energy efficiency value adapted from IEC 60879:1986:</li> <li>• A procedure for inspecting fan blades and guards adapted from IEC 60335-2-80</li> </ul>
03	Solar panel mounting frame	Galvanized mild steel 12 gauge- Angle adjustment between 14° to 25°

**Note:** After one day of solar charging, system capable of providing at least 1700 lumen-hours per solar day of lighting service when used in combination with DC fan and smartphone charging.

## **Drawings**

This RFB document includes No drawings.

## Inspections and Tests

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

1. SHS kits: Laboratory testing according to IEC TS 62257-9-5:2018 or IEC 62257-9-8:2020 or equivalent standard has been conducted on this minimum system configuration (lighting, and mobile phone charging). VeraSol certified products or equivalent.
2. DC fans shall be tested by an accredited lab through the following test procedures for the evaluation of product performance:
  - A procedure for measuring air delivery, power input, and energy efficiency value adapted from IEC 60879:1986;
  - A procedure for inspecting fan blades and guards adapted from IEC 60335-2-80.
3. The successful bidder shall arrange for tests to be conducted at the premises of the manufacturer / supplier by an approved third-party inspection body. The certificate of conformity (CoC) is to be issued by an accredited agency within the country of origin by an accredited agency in accordance with the requirements of ISO/IEC 17065. The Pre-shipment inspection (PSI) is to be issued by an accredited agency within the country of origin by an accredited agency in accordance with the requirements of ISO/IEC 17020 or equivalent.

## **PART 3 – Procuring Agency Forms**

# **Procuring Agency Forms**

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## Notification of Intention to Conclude a Framework Agreement(s)

*[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Bidder that submitted a Bid. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder's Authorized Representative

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

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

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

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

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

**Procuring Agency:** *[insert the name of the Procuring Agency]*

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

**Framework Agreement title:** *[insert the name of the FA]*

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

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

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

**Date of transmission:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your Bid, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

**The successful Bidder(s) are the following:**

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

**All Bidders** *[INSTRUCTIONS: insert names of all Bidders that submitted Bids. If the Bid price/s or pricing mechanism/s was evaluated include the evaluated as well as the read out price.]*

Item No.	Description	Estimated Quantity over FA period or Range of Call-off Quantities	Name of Bidder	Bid price as read-out	Evaluated Bid Cost (if applicable)

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

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

## How to request a debriefing

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

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

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

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

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

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

**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 Conclusion of Framework Agreement Notice.

## How to make a complaint

**Deadline:** Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, [*insert date*] (local time).

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

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

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

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

**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 exclude you from conclusion of a Framework Agreement. 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>] (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>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III).

## 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 Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled 'How to request a debriefing'.

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

On behalf of the Procuring Agency:

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

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

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

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

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



# Notification to Conclude a Framework Agreement

*[Use letterhead paper of the Procuring Agency]*

*[Date]*

To: *[name and address of successful Bidder]*

**Notification to Conclude a Framework Agreement  
Framework Agreement No. *[insert FA reference number]***

This is to notify you that your Bid dated *[insert date]* to conclude a Framework Agreement in relation to the supply of *[insert short title for Goods]* is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITB]* days of receipt of the same.

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

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

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

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

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

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

Attachment: Framework Agreement

## PART 4 – Framework Agreement

### Framework Agreement

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the supply of [*insert brief description of Goods and Related Services*]

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

between

**the Purchaser(s)** Project Management Unit, Sindh Energy Department (SED) (the Purchaser(s)) and

and

**the Supplier** [*insert name of the Supplier*], a corporation incorporated under the laws of [*insert country of Supplier*] and having its principal place of business at [*insert Supplier's address*] (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

#### **Framework Agreement Provisions**

**Schedule 1:** Schedule of Requirements

**Schedule 2:** Price Schedules

**Schedule 3:** Security Forms

**Schedule 4:** Secondary Procurement

**Schedule 5:** List of participating Purchasers [*use for Multi-User FAs, otherwise delete*]

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of [*insert the name of the Framework Agreement governing law country*] on the day, month and year indicated above.

[*To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Framework Agreement such as using DocuSign is recommended.*]

*[Select one of the three options below]*

“For and on behalf of the Purchaser:”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Agency: *[insert the name of agency]*

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]*

Full name: *[name of person signing]*

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

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

## Framework Agreement Provisions (FAP)

Framework Agreement Provision (FAP)	Description
<b>1. Definitions</b>	<p>1.1. The following words and expressions shall have the meanings hereby assigned to them</p> <ul style="list-style-type: none"> <li>(a) <b>“Bank”</b> means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.</li> <li>(b) <b>“Base Price”</b> is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with <b>FA Provision FAP 8</b>.</li> <li>(c) <b>“Business Day”</b> is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.</li> <li>(d) <b>“Call-off Contract”</b> is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.</li> <li>(e) <b>“Closed Framework Agreement”</b> is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.</li> <li>(f) <b>“Commencement Date”</b> is the date this Framework Agreement is signed by both parties, being the commencement of the Term.</li> <li>(g) <b>“Contract Price”</b> is the price payable to the Supplier as specified in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li> <li>(h) <b>“Day”</b> means calendar day.</li> <li>(i) <b>“Goods”</b> means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the <b>FA Provisions</b>, that the Supplier is required to supply to the Purchaser under a Call-off Contract. Where appropriate, for the purpose of</li> </ul>

	<p>interpretation, the definition for Goods includes Related Services.</p> <p>(j) <b>“In Writing”</b> means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).</p> <p>(k) <b>“Incoterms”</b> means the international commercial terms for goods published by the International Chamber of Commerce (ICC).</p> <p>(l) <b>“Lead Purchaser”</b>, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the <b>FAP 2.2</b>. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.</p> <p>(m) <b>“Multi-User Framework Agreement”</b> means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the <b>FAP 2.2</b>;</p> <p>(n) <b>“Purchaser”</b> is the Borrower’s agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.</p> <p>(o) <b>“Purchaser’s Country”</b> is the country specified in the <b>FAP 2.3</b>.</p> <p>(p) <b>“Related Services”</b> means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination.</p> <p>(q) <b>“Responsible Agency”</b>, when named in the Framework Agreement, is a party to the Framework Agreement, but</p>
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	<p>only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.</p> <p>(r) <b>“Secondary Procurement”</b> is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.</p> <p>(s) <b>“Single-User Framework Agreement”</b> means a Framework Agreement where there is only one Purchaser, as specified in the <b>FAP 2.2</b>.</p> <p>(t) <b>“Supplier”</b> means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.</p> <p>(u) <b>“Term”</b> mean the duration of this Framework Agreement as described in the <b>FAP2.4</b> starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the <b>FA 2.5</b>.</p>
<p><b>2. Framework Agreement Specific Information</b></p>	<p>2.1. This Framework Agreement relates to the purchase and supply, under separate Call-off Contracts, of Procurement of Solar Home (SHS) Kits. The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.</p> <p>2.2. This is a Single-User Framework Agreement.</p> <p>2.3. The Purchaser’s Country is: Pakistan</p> <p>2.4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of Pakistan.</p> <p>2.5. The Term of this Framework Agreement is Eighteen (18) months.</p> <p>2.6. The Term may be extended, at the Purchaser’s sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than three (3) months’ notice, In Writing, prior to the date on which the Framework Agreement would</p>



	<p>otherwise have expired. The total Term of the Framework Agreement shall be no longer than five (5) years.</p> <p>2.7. The edition of Incoterms that shall apply is: 2020</p> <p>2.8. <i>Price adjustment-FAP 8 if applicable: Not Applicable</i></p> <p>2.9. Any notice given by one party to the other pursuant to this Framework Agreement shall be ‘In Writing’ using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.</p> <p>The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.</p> <p>2.10. <b>Purchaser’s Representatives</b></p> <p>The name and contact details of the Purchaser’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>2.11. <b>Supplier’s Representatives</b></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p>
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	E-mail:
<b>3. Framework Agreement Documents</b>	<p>3.1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>3.2. This Framework Agreement comprises the following documents.:</p> <ul style="list-style-type: none"> <li>(a) Framework Agreement, including all Sections and Schedules;</li> <li>(b) Notice of Conclusion of a Framework Agreement; and</li> <li>(c) Offer submission form (from Primary Procurement process).</li> </ul>
<b>4. Supplier's Obligations</b>	<p>4.1. The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.</p> <p>4.2. The Supplier shall respond to a request from a Purchaser for quotation or direct contracting within the period specified in that request by either (i) submitting a quotation or (ii) accepting award of contract in case of direct selection or (iii) informing the Purchaser that it does not intend to supply the Goods and Related Services (if any) under the Call-off Contract.</p> <p>4.3. During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 4.4 (a) to 4.4 (c) below. The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.</p> <p>4.4. The Goods supplied under Call-off Contracts that may be awarded by the Purchaser shall be:</p> <ul style="list-style-type: none"> <li>(a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements;</li> <li>(b) at the Contract Price specified in the Call-off Contract; and</li> </ul>

	<p>(c) in such quantities, at such times and to such locations as specified in the Call-off Contract.</p> <p>4.5. <b>Not Applicable</b></p> <p>4.6. The Supplier agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the supply of Goods.</p> <p>4.7. <b>Forced Labor</b></p> <p>The Contractor, including its Subcontractors/ suppliers/ manufacturers, shall not employ or engage forced labour. Forced labour 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 labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. 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.</p> <p>In this regard, the Contractor shall:</p> <ul style="list-style-type: none"> <li>(a) include in contracts with Subcontractors/ suppliers/ manufacturers of [solar panels] [solar panel components], obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by the Subcontractor/ supplier/ manufacturer;</li> <li>(b) include in contracts with Subcontractors/ suppliers/ manufacturers of [solar panels] [solar panel components], that the Subcontractors/ suppliers/manufacturers include an obligation to prevent Forced Labor in all contracts that they execute with their suppliers/ manufacturers of [solar panel][solar panel components];</li> <li>(c) monitor Subcontractors/ suppliers/ manufacturers of [solar panels][solar panel components] on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;</li> <li>(d) require Subcontractors to monitor their suppliers/manufacturers of [solar panels][solar panel components] on implementation of obligations to prevent</li> </ul>
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	<p>Forced Labor among the staff, employees, workers and any other person employed or engaged by them;</p> <ul style="list-style-type: none"> <li>(e) require its Subcontractors/ suppliers/ manufacturers to immediately notify the Contractor of any incidents of Forced Labor;</li> <li>(f) immediately notify the Employer any incident of Forced labor on the site, or premises of Subcontractors/ suppliers/ manufacturers of [solar panels] [solar panel components]; and</li> <li>(g) include in periodic progress reports submitted in accordance with the contract sufficient details on its, including its Subcontractors/ suppliers/ manufacturers, compliance with Forced Labor obligations.</li> </ul> <p><b>Child Labor</b></p> <p>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).</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul> <p><b>4.8. Health and safety obligations</b></p> <p>The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety</p>
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	<p>regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.</p> <p>4.9. The Supplier shall comply with additional obligations as specified in the Call-off Contract.</p>
<p><b>5. Continued Qualifications and Eligibility</b></p>	<p>5.1. The Supplier shall continue to have the nationality of an eligible country. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Supplier 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.</p> <p>5.2. All Goods and Related Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries. For the purpose of this provision, 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. Ineligible Countries, if any, are listed in <b>FAP 5.5</b> below.</p> <p>5.3. To continue to be eligible the Supplier shall not have 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 World Bank Group’s Sanctions Framework.</p> <p>5.4. The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier’s continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>5.5. At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. Israel</p>
<p><b>6. Role of Lead Purchaser or Responsible Agency</b></p>	<p>6.1. Not Applicable</p>

<p><b>7. Contract Price</b></p>	<p>7.1. The Contract Price for each call-off Contract shall be determined by applying: <i>[modify as appropriate]</i></p> <p><b>For Mini-competition:</b></p> <p>the successful competitive quotation subject to any adjustments specified in <b>FAPs 8 and 9</b>; and any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ.</p>
<p><b>8. Adjustments for changes in Cost</b></p>	<p>8.1. <b>Adjustments to the Base Price (unit prices) stipulated in the Framework Agreement (Not Applicable as only pricing mechanism rather than unit prices will be used in mini-competition.</b></p>
<p><b>9. Adjustments for Changes in Laws</b></p>	<p>9.1. If after the date of 28 days prior to date of Offer submission for the Framework Agreement, 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 (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Base Price (unit price/s) stipulated in the Framework Agreement, then such unit price/s 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 Framework Agreement. 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 <b>FAP 8</b>.</p>
<p><b>10. Subcontractors</b></p>	<p>10.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Call-off Contracts if not already specified in the Framework Agreement. Such notification, in the Framework Agreement or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Call-off Contract.</p>
<p><b>11. Warranty</b></p>	<p>11.1. 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.</p> <p>11.2. 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</p>

	<p>use in the conditions prevailing in the country of final destination.</p> <p>11.3. The Supplier shall comply with any additional warranty obligation specified in the Call-off Contracts.</p>
<p><b>12. Copyright</b></p>	<p>12.1. 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.</p>
<p><b>13. Patent Indemnity</b></p>	<p>13.1. The Supplier shall, subject to the Purchaser’s compliance with 13.2 below, 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:</p> <ul style="list-style-type: none"> <li>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>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.</p> <p>13.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in 13.1 above, 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.</p> <p>13.3. 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.</p>

	<p>13.4. 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.</p> <p>13.5. 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.</p>
<p><b>14. Limitation of Liability</b></p>	<p>14.1. Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) Under each Call-off Contract, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the Call-off 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.</li> </ul>
<p><b>15. Force Majeure</b></p>	<p>15.1. The Supplier shall not be liable for forfeiture of its Performance Security (if required), 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 Framework Agreement and/or a Call-off Contract is the result of an event of Force Majeure.</p> <p>15.2. For purposes of this provision, “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</p>



	<p>in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>15.3. 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>15.4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p><b>16. Language</b></p>	<p>16.1. The language of this Framework Agreement, and any Call-off Contract is English . Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off 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 this Framework Agreement, and any Call-off Contract, this translation shall govern.</p> <p>16.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<p><b>17. Fraud and Corruption</b></p>	<p>17.1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework, as set forth in the Appendix to this Framework Agreement Provisions (Fraud and Corruption).</p> <p>17.2. 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 Primary or Secondary Procurement process or execution of a Call-off 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.</p>
<p><b>18. Records, inspections and audit</b></p>	<p>18.1. The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework</p>

	<p>Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.</p> <p>18.2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, 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 request for quotations process and/or execution of the Framework Agreement and/or any Call-off Contract. The Supplier’s and its subcontractors attention is drawn to <b>FAP 17</b> (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).</p>
<p><b>19. Confidential Information</b></p>	<p>19.1. The Purchaser and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.</p> <p>19.2. The obligation of a party under <b>FAP 19. 1</b> above, shall not apply to information that:</p> <ul style="list-style-type: none"> <li>(a) the Purchaser or Supplier need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract</li> <li>(b) now, or in future, enters the public domain through no fault of that party</li> <li>(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</li> <li>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</li> </ul>
<p><b>20. Change to the Framework Agreement</b></p>	<p>20.1. Any change to this Framework Agreement, including an extension of the Term, must be in Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.</p>

<p><b>21. Assignment</b></p>	<p>21.1. The Supplier shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Purchaser.</p>
<p><b>22. Termination of the Framework Agreement</b></p>	<p>22.1. The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:</p> <ul style="list-style-type: none"> <li>(a) in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, or</li> <li>(b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible, or</li> <li>(c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Purchaser, or</li> <li>(d) the Supplier becomes bankrupt or otherwise insolvent, or</li> <li>(e) the Supplier fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract.</li> </ul> <p>22.2. The Purchaser may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the Supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p> <p>22.3. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated.</p>
<p><b>23. Dispute resolution in relation to the Framework Agreement</b></p>	<p>23.1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.</p> <p>23.2. Where parties have exhausted the process described in <b>FAP 23.1</b>, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/. In</p>

	<p>appointing the adjudicator parties should agree whether or not the adjudicator's decision is to be final and binding.</p> <p>23.3. Further dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts.</p>
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# Appendix to the Framework Agreement

## Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>5</sup> (ii) to be a nominated<sup>6</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>7</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>5</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>6</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>7</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# Framework Agreement – Schedules

## SCHEDULE 1: Schedule of Requirements

*[insert the agreed schedule of requirements e.g.:]*

### Contents

1. List of Goods *[consistent with the price schedule forms]*
2. List of Related Services *[consistent with the price schedules]*
3. Technical Specifications

*Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*

- (a) *standards*
- (b) *any required Related Services*
- (c) *any required tests and inspections*
- (d) *any functional guarantees covered by the Warranty.*

*[If a summary of the Technical Specifications (TS) has to be provided, the Procuring Agency shall insert information in the table below.*

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

<b>Item No</b>	<b>Name of Goods or Related Service</b>	<b>Technical Specifications and Standards</b>
1	Solar Home System Kit	<p><i>Minimum 80W PV Panel, charge control unit(s), minimum 18 AH Lithium-Iron Phosphate battery/batteries, 3 LED bulbs and a Mobile phone charging facility.</i></p> <p><i>Laboratory testing according to IEC TS 62257-9-5:2018 or IEC 62257-9-8:2020 or equivalent standard has been conducted on this minimum system configuration (lighting, and mobile phone charging). VeraSol certified products or equivalent.</i></p>
02	DC Pedestal fan 18" 450mm sweep size	<p><i>Oscillating DC fan that has a metal body and base.</i></p> <p><i>Minimum service value for DC Pedestal fans: 2.27 m3/min/W +/- 5%</i></p>

		<p><i>DC fans shall have been tested by an accredited lab through the following test procedures for the evaluation of product performance:</i></p> <ul style="list-style-type: none"> <li>• <i>A procedure for measuring air delivery, power input, and energy efficiency value adapted from IEC 60879:1986:</i></li> <li>• <i>A procedure for inspecting fan blades and guards adapted from IEC 60335-2-80</i></li> </ul>
03	<i>Solar panel mounting frame</i>	<i>Galvanized mild steel 12 gauge- Angle adjustment between 14° to 25°</i>

**1.3.2 Detailed Technical Specifications and Standards** *[insert whenever necessary].*  
*[Insert detailed description of TS]*



**1.3.3 Drawings**

*[If drawings shall be included, insert List of Drawings]*

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>

**1.3.4 Inspection and Tests**

The following inspections and tests shall be performed: *[insert list of inspections and tests, including as applicable: nature, frequency, any locations and any procedure for carrying out the inspections and tests.]*

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

1. SHS kits: Laboratory testing according to IEC TS 62257-9-5:2018 or IEC 62257-9-8:2020 or equivalent standard has been conducted on this minimum system configuration (lighting, and mobile phone charging). VeraSol certified products or equivalent.
2. DC fans shall be tested by an accredited lab through the following test procedures for the evaluation of product performance:
  - A procedure for measuring air delivery, power input, and energy efficiency value adapted from IEC 60879:1986;
  - A procedure for inspecting fan blades and guards adapted from IEC 60335-2-80.
3. The successful bidder shall arrange for tests to be conducted at the premises of the manufacturer / supplier by an approved third-party inspection body. The certificate of conformity (CoC) is to be issued by an accredited agency within the country of origin by an accredited agency in accordance with the requirements of ISO/IEC 17065. The Pre-shipment inspection (PSI) is to be issued by an accredited agency within the country of origin by an accredited agency in accordance with the requirements of ISO/IEC 17020.

## **SCHEDULE 2: Price Schedules**

*[insert the agreed price schedules]*

## **SCHEDULE 3: Security Forms**

**Security Forms that may be required under Call-off Contracts**

- 1. Performance Security**
- 2. Advance Payment Security**

## Performance Security

### (Bank Guarantee)

*[The bank, as requested by the Supplier, 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]*

**Contract No.:** *[insert Purchaser's reference for the specific Contract]*

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 a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods and Related Services]* (hereinafter called "the Contract").

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

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

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

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

<sup>2</sup> Insert the date twenty-eight days after the expected completion date specified in the Call-off Contract. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this

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.

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*[signature(s)]*

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

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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."

## **Advance Payment Security Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of the Goods shipped (for Goods supplied from abroad) and/or the value of the Goods delivered

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

at the named place of destination (for Goods supplied from within the Purchaser's country), as evidenced by copy(ies) of [        ].<sup>8</sup>

This Guarantee shall expire upon our receipt of copy(ies) of the above referenced documents, evidencing that at least ninety (90) percent of the Contract Price of the Goods has been delivered or on the *[insert day]* day of *[insert month]*, *[insert year]*<sup>9</sup>, 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.

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*[signature(s)]*

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

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<sup>8</sup> *Insert shipping/other applicable documents establishing "delivery" of the Goods in accordance with the applicable Incoterm to the Contract.*

<sup>9</sup> *Insert the Delivery date in accordance with the Contract. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the guarantee."*

## **SCHEDULE 4: Secondary Procurement**

### **1. Secondary Procurement method(s)**

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement is:

- (i) competitive quotations through mini-competition

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

#### **1.1 Competitive quotations (mini-competition)**

The Purchaser will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the Goods to be procured under the Call-off contract, to submit competitive quotations.

The RFQ will include:

- (a) the Goods, and any Related Services, to be delivered
- (b) delivery location(s)
- (c) delivery date(s) or schedule
- (d) quantity
- (e) any additional requirement for inland transportation and other services in the Purchaser's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price,
- (f) details of any inspections or tests that are additional to those described in the Framework Agreement
- (g) the criteria to be applied to the evaluation of quotations
- (h) the award criteria, e.g.:
  - The Purchaser shall award the Call-off Contract to the Supplier whose Bid(s) has been determined to be:
    - substantially responsive to the RFQ; and
    - the lowest evaluated cost.
- (i) deadline for submission of quotations
- (j) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the purchase
- (k) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods
- (l) *any other relevant information.*

Suppliers are not permitted to quote a price, excluding any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, that is higher than the Base Price stated in the Framework Agreement, Schedule 2, or as adjusted by the agreed



price adjustment formula, if applicable in accordance **with FAP 8**, and any changes in any Laws and Regulations in accordance with **FPA 9**.]

## **2. Formation of Call-off contract**

The Purchaser shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

- 2.1 **For competitive quotations through mini-competition using a Request for Quotation**, the Call-off contract is formed when the Purchaser issues the Letter of Award of Call-off Contract to the successful Supplier. Following the formation of contract, through offer and acceptance, the Purchaser and Supplier shall sign a Call-off Contract as per the form contained in the Framework Agreement.

## **3. Communicating the award of Call-off Contract**

The Purchaser shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

- a. selection based on competitive quotations (through mini-competition) to all Suppliers invited to submit quotations.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- b. the name and address of the successful Supplier
- c. the quantity/volume of Goods being procured
- d. the contract price
- e. a statement of the reason(s) the recipient Supplier was unsuccessful.

## **4. Complaint about award of Call-off Contract**

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows:

- a. the complaint shall be made in writing to the Purchaser, by the quickest means available, e.g. email
- b. the Purchaser will address the complaint within a reasonable time
- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

## Request for Quotation

### Secondary Procurement under a Framework Agreement (method: mini-competition)

<b>From:</b>	<i>[Insert Purchaser's legal name]</i>
<b>Purchaser's Representative:</b>	<i>[Insert name of Purchaser's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Purchaser's address]</i>
<b>Telephone:</b>	<i>[Insert Representatives telephone number]</i>
<b>Email:</b>	<i>[Insert Representatives email address]</i>

<b>To:</b>	<i>[Insert Supplier's legal name]</i>
<b>Supplier's Representative:</b>	<i>[Insert name of Supplier's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Supplier's address]</i>
<b>Telephone:</b>	<i>[Insert Representatives telephone number]</i>
<b>Email:</b>	<i>[Insert Representatives email address]</i>

<b>Framework Agreement (FA):</b>	<i>[Insert short title of FA]</i>
<b>FA Date:</b>	<i>[Insert FA Date]</i>
<b>FA Reference No.</b>	<i>[Insert FA reference]</i>

<b>RFQ Ref No.:</b>	<i>[Insert reference]</i>
<b>RFQ Date:</b>	<i>[Insert date of RFQ]</i>
<b>RFQ issued:</b>	This RFQ has been transmitted by: "post" or "email" or "fax"

#### Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Call-off Contract for Supply of Goods **[this may be the Call-off Contract Form or another acceptable template]**

Dear *[insert name of Supplier's Representative]*,

#### 1. Request for Quotation (RFQ)

With reference to above Framework Agreement (FA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the Goods [add if applicable: “and the Related Services,”] described in Annex 1: Purchaser’s Requirements, attached to this RFQ.

## 2. Price

- (a) Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- (b) Your Quotation, excluding any additional price for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, cannot be higher than the Base Price for the Goods [add if applicable: “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules adjusted for any change in Laws and Regulations in accordance with FA Specific Provisions. [OR use the following text if the Base Price is subject to a price adjustment: Your Quotation cannot be higher the Base Price for the Goods [add if applicable: “and Related Services,”] as established in the Framework Agreement, Schedule 2: Price Schedules, adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with FA Specific Provisions”]
- (c) The price for any additional inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in RFQ not included in the Base Price shall be quoted.
- (d) The price that you quote shall be fixed and shall not be subject to any further adjustment.
- (e) The Quotation shall be in the same currency(ies) specified in the Framework Agreement, Schedule 2: Price Schedules.
- (f) The Quotation will be valid for a period of [insert number of calendar days]

## 3. Clarifications

If you require clarification(s) regarding this RFQ, send your request in writing (email or hard copy or through e-procurement system if available) to our above-named Representative before [insert date and time]. We shall forward copies of our response to all Suppliers including a description of the inquiry but without identifying its source.

## 4. Submission of Quotations

Quotations are to be submitted in the form attached in Annex 2: [insert method as applicable: e.g. by email, through e-procurement system] to the following address; [Attention: [insert full name of person, if applicable]; E-mail address: or link to e-procurement system]

Offers submitted as email attachments shall be in the form of scanned non- editable images. [Include if needed: To facilitate the procurement process, the Procuring Agency may require copies of the same quotations in other formats (such as in Word or Excel)]

The deadline for submission of Quotations is [insert time, day, month, year]. Please inform us within [insert number of days] if you do not intend to submit a quotation.

**5. Opening of Quotations**

Quotations will be opened on *[[insert time, day, month, year]* by the Procuring Agency’s representatives in the presence of the Supplier’s designated representatives who choose to attend the virtual opening . Minutes of the opening will be shared with all suppliers who submitted quotations.

**6. Evaluation of Quotations**

Quotations will be evaluated item-wise and according to the criteria and methodology described in the Framework Agreement, Schedule 4: Secondary Procurement.

- 7. At the time of Contract Award, the Supplier (including each subcontractor proposed by the Supplier) shall not be subject to disqualification by the Bank for non-compliance with SEA/SH obligations. Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual Sexual Exploitation and Abuse (SEA) /Sexual Harassment (SH) prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.

In this regard, “**Sexual Exploitation and Abuse**” “(SEA)” means the following:

*Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.*

*Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.*

*“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel.*

**8. Contract**

Attached, as Annex 3 to this RFQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. *[Instructions: complete a draft Call-off Contract for this procurement and attach it to this RFQ]*

On behalf of the Purchaser:

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

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

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

## RFQ ANNEX 1: Purchaser's Requirements

*[The Purchaser shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotation]*

### List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW etc.)	Delivery Period from Date of formation of Call-off contract

### List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period 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 no. of days such as from Delivery Period or receipt of Goods, as appropriate]</i>

## **Technical Specifications, Drawings, Inspections and Tests**

The Technical Specifications, Drawings, Inspections and Tests as are described in the Framework Agreement Schedule 1: Schedule of Requirements.

*[Add any additional information consistent with the information provided in the Schedule of Requirements]*

## RFQ ANNEX 2: Supplier Quotation Form

<b>From:</b>	<i>[Insert Supplier's legal name]</i>
<b>Supplier's Representative:</b>	<i>[Insert name of Supplier's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Supplier's address]</i>
<b>Email:</b>	<i>[Insert Supplier's email address]</i>

<b>To:</b>	<i>[Insert Purchaser's legal name]</i>
<b>Purchaser's Representative:</b>	<i>[Insert name of Purchaser's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Purchaser's address]</i>

<b>Framework Agreement (FA)</b>	<i>[Insert short title of FA]</i>
<b>FA Reference No.</b>	<i>[Insert Purchaser's FA reference]</i>
<b>Date of Framework Agreement:</b>	<i>[Insert FA date]</i>

<b>RFQ Ref No.:</b>	<i>[Insert Purchaser's reference]</i>
<b>Date of Quotation:</b>	<i>[Insert date of Quotation]</i>

Dear *[insert name of Purchaser's Representative]*

### SUBMISSION OF QUOTATION

#### 1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods, *[add if applicable: “and deliver the Related Services,”]* as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules, Technical Specifications, Drawings, Inspections and Tests. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

#### 2. Eligibility and conflict of interest

We declare that we continue to be qualified, and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, the Goods *[add if applicable: “and Related Services,”]* that we supply shall be sourced from an eligible country.

**Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (iv) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (v) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (vi) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

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.

### **3. Quotation Price**

The total price of our quotation, excluding any unconditional discounts offered in item (g) below is *[insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies]*.

### **4. Unconditional Discounts**

The unconditional discounts offered are: *[Specify the discount offered.]*

The exact method of calculations to determine the net price after application of unconditional discounts is: *[Specify the method that shall be used to apply the discounts]*.

### **5. Quotation Validity Period**

Our Quotation shall be valid for the period specified in RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

### **6. Performance Security** *[delete if no performance security is required]*

If we are awarded the Call-off Contract, we commit to obtain a Performance Security in accordance with the RFQ.

### **7. Commissions, gratuities, fees**

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation or execution of a Call-off Contract *[If none has been paid or is to be paid, indicate "none. "]*



Name of Recipient	Address	Reason	Amount

**8. Not Bound to Accept**

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of a Call of Contract without incurring any liability to Suppliers.

**9. 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.

On behalf of the Supplier:

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

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

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

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

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

## Quotation for Goods: Price Schedule 1

### For Goods to be imported from outside the Purchaser’s Country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i>	CIP Price per line item (Col. 5x6)	<i>[ For CIP, if in addition inland transportation etc. is required] 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 RFQ</i>	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 Period]</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>
							<b>Quotation Price</b>	

## Quotation for Goods: Price Schedule 2

**For Goods from within the Purchaser’s Country (already imported\* to or manufactured in the Purchaser’s Country)**

1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price EXW* (plus prices to deliver to place of destination, if required)	Total EXW (plus prices to deliver to place of destination, if required) price per line item (Col. 4x5)	[If required by the Purchaser] Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination	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 (plus prices to deliver to place of destination, if required) unit price]</i>	<i>[insert total EXW (plus prices to deliver to place of destination, if required) price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price per item]</i>

\*for already imported Goods, in accordance with the Primary Procurement process, the EXW price shall exclude any custom duties and other import taxes on the Goods. Provide supporting documentary evidence on custom duties and other import taxes already paid or to be paid on the Goods.

## Quotation for Related Services: Price Schedule 3

1	2	3	4	5	6	7	
Item No.	Item description	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	Completion Period 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 item]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Delivery Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert unit price]</i>	<i>[insert total price per item]</i>
<b>Quotation Price</b>							

## Total Quotation Price

The total cost for the supply and delivery of the Goods, and related Services is as follows:

Price Schedules	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Related Services: Price Schedule 4	
<b>Total Quotation Price</b>	

---

# Sample Letter of Award of Call-off Contract

*[modify as appropriate]*

*[use letterhead paper of the Purchaser]*

*[date]*

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

Subject: **Notification of Award of Call-off Contract No.** . . . . .

In reference to the Framework Agreement *[insert reference number and date]*

*[For mini-competition, add the following: “and your Quotation *[insert reference number and date]* has been accepted.”]*

please find enclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within *[insert no of days]*.

***[Deleteif Performance Security is not required:*** “You are also requested to furnish a Performance Security within *[insert no of days]*, using for that purpose the Performance Security Form attached to the Framework Agreement”]

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

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

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

**Attachment: Call-off Contract**

## Call-off Contract for the supply of Goods and Related Services *[if any]*

<b>Framework Agreement (FA):</b>	<i>[insert short title of FA]</i>
<b>FA Date:</b>	<i>[insert FA date]</i>
<i>FA reference number:</i>	<i>[insert FA reference number]</i>
<b>Goods:</b>	<i>[short title for type of Goods]</i>
<b>The Project Site(s)/Final Destination(s) is/are:</b>	<i>[Insert information on the location(s) of the site(s), where applicable]</i>
<b>Site of inspections and tests</b>	<i>[Insert information, where applicable]</i>

<b>Purchaser:</b>	<b>Supplier:</b>
<i>[Insert complete legal name of the Purchaser]</i>	<i>[Insert complete legal name of the Supplier]</i>
<i>[address]</i>	<i>[address]</i>

GOODS				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Goods]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:			<b>Total</b>	<i>[Insert amount]</i>
<b>Required Delivery period/s as per INCOTERMS</b>		<i>[insert period/s]</i> as per applicable INCOTERMS		

RELATED SERVICES				
Code	Name/description of service	Quantity	Price	Total
[insert code]	[Describe the Related Services covered and/or Framework Agreement Schedule 1: Schedule of Requirements. The price quoted in Schedule 2 of the Framework Agreement or as agreed with the selected Supplier shall be included in the Contract Price.]	[number]	[price]	[amount]
Special instructions/comments:				
		<b>Total</b>		<b>[insert amount]</b>
<b>Required Completion period</b>		[insert period]		

**1. Contract Price**

The Contract Price for the supply of Goods, and provision of related Services (if applicable) is as follows

Description	Amounts and currency/ies [insert total amounts from preceding two tables]
Goods	
Related Services [if applicable]	
Contract Price: [ insert total for Goods and Related Services [if applicable]	

**2. Contract Documents**

The following documents shall be deemed to form and be read and construed as part of this Call-off Contract. This Call-off Contract shall prevail over all other contract documents.

- (a) Letter of Award of Call-off Contract
- (b) Supplier’s Quotation (if applicable)
- (c) Addenda No. \_\_\_ (if any)
- (d) Call-off Contract- Conditions of Contract

and by reference the following documents:



- (e) Framework Agreement
  - (f) Schedule 1: Schedule of Requirements *[insert relevant items from schedule 1 as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests]*
  - (g) *[List any other document]*
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Call-off Contract, 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.

***[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Call-off Contract such as using DocuSign is recommended.]***

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]*

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

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]*

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

## Call-off Contract- Conditions of Contract (CoC)

The following Call-off Contract Conditions of Contract apply to the Call-off Contract awarded under the Framework Agreement between the Purchaser and the Supplier.

### 1. Standards and Specifications

The Goods and Related Services if applicable shall conform to the technical specifications and standards mentioned in the Technical Specifications 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.

### 2. Packing, Marking and Documentation

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

The packing, marking and documentation within and outside the packages shall be: *[insert the type of packing required, the markings in the packing and all documentation required; or refer to the Technical Specifications]*

### 3. Transportation

Responsibility for transportation of the Goods shall be as specified in the applicable Incoterms specified in the Framework Agreement.

### 4. Shipping and Other Documents

Details of Shipping and other Documents to be furnished by the Supplier are: 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..

The above documents shall be received by the Purchaser:

- (a) on shipment.

### 5. Terms of Payment

The method and conditions of payment to be made to the Supplier under the Call-off Contract shall be as follows:

Payment for Goods and Services shall be made in \_\_\_\_\_ *[currency of contract]*, as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (15) days of signing of the Contract upon submission of a claim for the amount.

- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and within 15 days after submission of the documents specified under Shipping and other Documents herewith.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within fifteen (15) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

## 6. Performance Security

The Supplier shall provide a performance security for the performance of the Contract, within the period stated in the Letter of Award of Call-off, using for that purpose the Performance Security Form attached to the Framework Agreement.

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.

The amount of the Performance Security shall be: 10% of the Contract Price; denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form attached to the Framework Agreement.

The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fourteen (14) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise.

## 7. Taxes and Duties

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.

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.

For Goods manufactured outside the Purchaser's Country, the Purchaser shall bear and pay all custom duties and import duties on the contracted Goods. For already imported Goods, to enable reimbursement to the Supplier and/or payment to the relevant bodies as appropriate, the Supplier shall furnish documentary evidence on custom duties and other import taxes already paid or to be paid on the Goods.

The Purchaser shall bear and pay for any Purchaser's Country sales tax and other taxes which may be payable on the Goods.

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.

## 8. Insurance

- 9. The insurance coverage shall be as specified in the applicable Incoterms specified in the Framework Agreement. **Warranty**

In addition to the general warranty obligations specified in the Framework Agreement:

The warranty shall remain valid for 24 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for 30 months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

The period for repair or replacement after being notified of the defect by the Purchaser shall be *[insert number]* days. If having been notified, the Supplier fails to remedy the defect within this period, 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.

For purposes of the warranty, the place(s) of final destination(s) shall be as stated in this Call-off Contract.

## **10. Liquidated Damages**

Except as provided for under the Framework Agreement under Force Majeure, 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

The liquidated damage shall be 0.1 % of the price of the delayed Goods or unperformed Services] for each week or part thereof of delay until actual delivery or performance.

The maximum amount of liquidated damages shall be 10 % of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Call-off Contract pursuant to the Framework Agreement provision on Termination.

## **11. Change Orders and Contract Amendments**

The Purchaser may at any time order the Supplier through notice, to make changes within the general scope of the Call-off Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Call-off 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.

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 Call-off Contract Price or in the Delivery/Completion schedule, or both, and the Call-off 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.

Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Call-off 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.

## **12. Extensions of Time**

If at any time during performance of the Call-off Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, 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.

Except in case of Force Majeure, as provided for in the Framework Agreement, 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 specified above, unless an extension of time is agreed upon.

### **13. Dispute Resolution in relation to Call-off Contract**

As stated in the FA provisions, the Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation and if needed using an adjudicator, any disagreement or dispute arising between them under or in connection with the Call-off Contract.

If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation and adjudication if used, 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 provision 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 below.

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.

*[" (a) shall be retained in the case of a Contract with a foreign Supplier and (b) shall be retained in the case of a Contract with a national of the Purchaser's Country."]*

[ (a) Contract with foreign Supplier:

*[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following sample provision should be inserted:]*

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

- (b) Contracts with Supplier national of the Purchaser's Country:

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.

**14. Not Applicable**

## SCHEDULE 5: List of Purchasers (Not Applicable)

*[delete this section if this is a Single-User FA i.e. single Purchaser FA]*

The following agencies are participating as Purchasers in this Framework Agreement.

#	Name of Purchaser	Address	Representative
<b>1.</b>	<i>[insert complete name of Lead Procuring Agency/Purchaser #1] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
<b>2.</b>	<i>[insert complete name of Purchaser #2] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
<b>3.</b>	<i>[insert complete name of Purchaser #3] [insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
<b>4.</b>			