STANDARD PROCUREMENT DOCUMENT

Request for Bids

Procurement of Furniture for Healthcare facilities of project Districts and Flood Affected Facilities

KP-HCIP Health

Health Department
Government of Khyber Pakhtunkhwa

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Specific Procurement Notice

Request for Bids

(Two-Envelope Bidding Process)

Country: Pakistan

Name of Project: Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP)

Contract Title: Procurement of Furniture for Healthcare facilities of project Districts and Flood Affected Facilities.

RFB Reference No.: *PK-HPMU-516125-GO-RFB*

Employer: KP-HCIP (Health), Health Department, Khyber Pakhtunkhwa.

Project ID: PR2010039
Grant No: D680-PK
Credit Number: 6714-PK
Issued on: 01st December 2025
Bid Submission and Opening times are same: Dec 19, 2025 at 03:00 PM.

1. The **Govt. of Pakistan received** financing from the World Bank toward the cost of the Khyber Pakhtunkhwa Human Capital Investment Project and intends to apply part of the proceeds toward payments under the contract for Procurement of Furniture for Healthcare facilities of project Districts and Flood Affected Facilities.

2. The PMU, KP-HCIP, Health Department **Govt. of the Khyber Pakhtunkhwa** invites sealed Bids from the Bidders to provide Furnitures BHUs, RHCs & cat-C & D Hospital in Four selected Districts (Peshawar, Nowshera, Swabi and Haripur) and Flood affected Healthcare Facilities of the Khyber Pakhtunkhwa.

3. Bidding shall be conducted through Open National Competitive Procurement using **RFB (Single stage Two envelope)** process as specified in the World Bank Procurement Regulations for IPF Borrowers (November 2020 and September 2023) and is open to the eligible bidders as defined in the procurement regulations. The bidding documents can also be downloaded from https://www.healthkp.gov.pk// . The document will be received by hand or will be sent by courier on the request of bidders and after the payment of requisite fee. The Employer shall not be responsible for late or missing delivery.

4. Pre-Bid conference Meeting is scheduled on 12th December 2025 at 02:00 pm in Conference Room of the KP-HCIP Office, House No, 240, defense colony shami road Peshawar.

5. Bids must be delivered to the address below KP-HCIP (Health) Office, House No, 240, defense colony shami road Peshawar, on or before 22nd December 2025 at 03:00 pm.

Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened at the same place and venue for submission of bids at 03:00 pm in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address and date mentioned.

6. All Bids must be accompanied by a *"Bid Security"* of Five Million lumpsum in form of Bank Gurantee/CDR/SDR/DD /Pay order in PKR or any other shape acceptable under World Bank Procurement regulation.

7. The address (es) referred to above is (are): ***Project Director KP-HCIP (Health) Office, House No, 240 Defense colony shami road Peshawar.***

Standard Procurement Document

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PART 1 – Bidding Procedures

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

1.2 Throughout this bidding document:

(a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser), with proof of receipt;

(b) if the context so requires, "singular" means "plural" and vice versa; and

(c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

2. Source of Funds

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

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the

Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI, Fraud and Corruption.

3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a bidder that is a private entity, a state-owned enterprise or institution (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS reference ITB 2.1 (the name of the project), that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that bidder; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the

Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3 A bidder that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the bidder is involved. A bidder 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 the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred bidders and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.

4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration.

4.8 Bidders and individuals may be ineligible if so indicated in Section V, Eligible Countries, and:

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or

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

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

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

(a) relates to fraud or corruption; and

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

5. Eligible Goods and Related Services

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

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

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract
- Section IX - Special Conditions of Contract
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

7. Clarification of the Bidding Document

7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.

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

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents comprising Bid

11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".

11.2 The **Technical Part** shall contain the following:

(a) **Letter of Bid - Technical Part:** prepared in accordance with ITB 12;

(b) **Bid Security** or **Bid-Securing Declaration**: in accordance with ITB 19.1;

(c) **Alternative Bid - Technical Part**: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;

(d) **Authorization**: written conbidderation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;

(e) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;

(f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

(g) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;

(h) **Conformity**: documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;

(i) any other document **required in the BDS.**

11.3 The **Financial Part** envelope shall contain the following:

(a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;

(b) **Price Schedules**: completed prepared in accordance with ITB 12 and ITB 14;

(c) **Alternative Bid - Financial Part;** if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid;

(d) any other document **required in the BDS.**

11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11.5 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.

11.6 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. Letters of Bid

12.1. The Bidder shall prepare the Letter of Bid – Technical Part, and Letter of Bid – Financial Part using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

14. Bid prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid - Financial Part and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid - Financial Part, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid - Financial Part, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.

14.7 The terms 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.**

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

(a) For Goods manufactured in the Purchaser's Country:

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(b) For Goods manufactured outside the Purchaser's Country, to be imported:

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

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS;**

(c) For Goods manufactured outside the Purchaser's Country, already imported:

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

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

15. Currencies of 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 Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser'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 Purchaser's Country.

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

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

16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the BDS** following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

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

17.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:

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

(b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

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

18. Period of Validity of Bids

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

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

(a) In the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, no adjustment shall be made.

(c) In any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

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

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

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

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security **specified in the BDS**,

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

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

19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7. The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder ; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a performance security in accordance with ITB 49.

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

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

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 48; or furnish a performance security in accordance with ITB 49;

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.

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 conbidderation **as** specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

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

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

D. Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in two separate, sealed **envelopes** (the Technical Part and the Financial Part). These two envelopes shall be enclosed in a sealed outer envelope marked "ORIGINAL BID".

21.2 In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked "COPIES: TECHNICAL PART". Copies of the Financial Part shall be placed in a separate sealed envelope marked "COPIES: FINANCIAL PART". The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "BID COPIES". In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID – ORIGINAL", the copies of the alternative Bid will be placed in separate sealed envelopes marked "ALTERNATIVE BID – COPIES OF TECHNICAL PART", and "ALTERNATIVE BID – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE BID - COPIES"

21.3 The envelopes marked "ORIGINAL BID" and "BID COPIES" (and, if appropriate, a third envelope marked "ALTERNATIVE BID") shall be enclosed in a separate sealed outer envelope for submission to the Purchaser.

21.4 All inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

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

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

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

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

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with this ITB, 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, the written notice of withdrawal in the 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" conbiddering 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. Only Bids that are opened and read out at Bid opening shall be considered further.

25.5. Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "FINANCIAL PART" shall remain sealed, and kept by the Purchaser in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked "TECHNICAL PART" the Purchaser shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid Security, if required and any other details as the Purchaser may consider appropriate.

25.6. Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked "FINANCIAL PART" are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS.**

25.7. At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8. Following the opening of the Technical Parts of the Bid the Purchaser shall prepare a record that shall include, as a minimum:

(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;

(b) the presence or absence of a duly sealed envelope marked "FINANCIAL PART";

(c) the presence or absence of a Bid Security or Bid-Securing Declaration; and

(d) if applicable, any Alternative Bid - Technical Part;

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.

F. Evaluation of Bids - General Provisions

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders, or any other persons not officially concerned with the Bidding process, until after the Purchaser transmits to all Bidders the Notification of Intention to Award the Contract in accordance with ITB 43.1.

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

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

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to conbidder the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 35.

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

28. Deviations, Reservations, and Omissions

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

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

28.2 "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

29. Nonconformities, Errors and Omissions

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

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

29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. 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.

G. Evaluation of Technical Parts of Bids

30. Evaluation of Technical Parts

30.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, the BDS, if applicable, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

31. Determination of Responsiveness

31.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Qualification of the Bidders

32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 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 bidders such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other bidder different from the Bidder.

32.3 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 SEA/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.

H. Public Opening of Financial Parts of Bids

33. Public Opening of Financial Parts

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

(b) their envelope marked "FINANCIAL PART" will be returned to them unopened after the completion of the bid evaluation process and the signing of the Contract;

(c) notify them of the date, time and location of the public opening of the envelopes marked 'FINANCIAL PART".

33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and

(b) their envelope marked "FINANCIAL PART" will be opened at the public opening of Financial Parts;

(c) notify them of the date, time and location of the public opening of the envelopes marked "FINANCIAL PART".

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

33.4 At this public opening the Financial Parts will be opened by the Purchaser in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their envelopes marked "FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "FINANCIAL PART" shall be inspected to conbidder that they have remained sealed and unopened. These envelopes shall then be opened by the Purchaser. The Purchaser shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Purchaser may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid - Financial Part and the Price Schedules are to be initialed by a representative of the Purchaser attending the Bid opening in the manner specified **in the BDS**.

33.6 The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked "FINANCIAL PART".

33.7 The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts,

(c) if applicable, any Alternative Bid - Financial Part.

33.8 The Bidders whose envelopes marked 'FINANCIAL PART" have been opened or their representatives who are present shall be requested to sign the record. The omission of a 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.

I. Evaluation of Financial Parts of Bids

34. Evaluation of Financial Parts

34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS;** and the Bid Price as quoted in accordance with ITB 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; and

(f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

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

34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.

34.4 The Purchaser's evaluation of a Bid will exclude and not take into account:

(a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.5 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).

35. Correction of Arithmetical Errors

35.1 In evaluating the Financial Part of each Bid, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1 and ITB 35.2, shall result in the rejection of the Bid.

36. Conversion to Single Currency

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

37. Margin of Preference

37.1 Unless otherwise specified **in the BDS,** a margin of preference shall not apply.

38. Comparison of Financial Parts

38.1 The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

39. Abnormally Low Bids

39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.

39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

39.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

40. Most Advantageous Bid

40.1 Having compared the evaluated costs of Bids, the Purchaser shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

(a) substantially responsive to the bidding document, and

(b) the lowest evaluated cost.

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

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

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract.

Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

43. Notification of Intention to Award

43.1 The Purchaser shall send to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;

(e) the expiry date of the Standstill Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

J. Award of Contract

44. Award Criteria

44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

45. Purchaser's Right to Vary Quantities at Time of Award

45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

46. Notification of Award

46.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in

ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Purchaser;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 48.1.

46.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

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

47. Debriefing by the Purchaser

47.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

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

47.3 Where a request for debriefing is received by the Purchaser later than the three (3) Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3) day deadline shall not lead to extension of the standstill period.

47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

48. Signing of Contract

48.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the

BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

48.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.

48.3 Notwithstanding ITB 48.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18 using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.

49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the Most Advantageous Bid.

50. Procurement Related Complaint

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

Section II - Bid Data Sheet (BDS)

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

ITB Reference	**A. General**
ITB 1.1	The reference number of the Request for Bids (RFB) is **:** *PK-HPMU-516125-GO-RFB* The Purchaser is: ***KP-HCIP Health Department, Khyber Pakhtunkhwa*** The name of the RFB is: *Procurement of Furniture for Healthcare facilities of project Districts and Flood Affected Facilities.* The number and identification of lots (contracts) comprising this RFB is: One Package with two lots for all Districts: **Lot-1: BEmONC Furniture** Covers all furniture items *specific to BEmONC Centers* (delivery rooms, obstetric equipment, ANC/PNC, newborn care units, etc.). **Lot-2: Flood-Affected Facilities Furniture** Covers all *standard health facility furniture* required for 158 flood-affected facilities (BHU, RHC, Cat-C, Cat-D), e.g., tables, chairs, cupboards, trolleys, benches, stretchers, ward furniture, etc. Districts names are: *BHUs, RHCs, Cat C & D hospitals in fours selected districts (Peshawar, Nowshera, Swabi & Haripur) and healthcare facilities of flood affected districts. The hospitals list is annexed in bidding document.*
ITB 1.2(a)	**Electronic-Procurement System – N/A**
ITB 2.1	The Borrower is: **Islamic Republic of Pakistan** ***Implementing Agency: KP-HCIP Health Department.*** The name of the Project is: **Khyber Pakhtunkhwa Human Capital Investment Project**
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: ***Two (02)***
ITB 4.5	A list of debarred bidders and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.

	B. Contents of Bidding Document
ITB 7.1	For **Clarification of Bid purposes** only, the Employer's address is: ***Project Director KP-HCIP Health, 240 Defense Colony Shami Road Peshawar*** Attention: Procurement Specialist
	Address: ***240 Defense Colony Shami Road Peshawar, Pakistan.*** Contact Number: 091-9211605 Floor/ Room number*: N/A* City: *Peshawar* ZIP Code/ ***postal code, 25000*** Country: *Pakistan* Telephone: 091-9211605 Facsimile number: *N/A* Electronic mail address: Requests for clarification should be received by the Employer no later than: *7* ***Days.*** Web page: https://www.healthkp.gov.pk/
ITB 10.1	The language of the Bid is: ***English***
ITB 11.2 (i) & 11.3 (d)	The Bidder shall submit the following additional documents in its Bid: ***N/A***
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The prices quoted by the Bidder ***shall not*** be subject to adjustment during the performance of the Contract.
ITB 14.6	N.A
ITB 14.7	The Incoterms edition is: DDP Project Sites.
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): ***BHUs, RHCs, Cat C & D hospitals in fours selected districts (Peshawar, Nowshera, Swabi & Haripur) and healthcare facilities of flood affected districts. The hospitals list is annexed in bidding document.***

ITB 14.8 (b)(i)	Place of Destination: Healthcare facilities of selected districts and flood affected Districts.
ITB 15.1	The Bidder is required to quote in the currency of the Purchaser's Country i.e., Pakistani Rupee (PKR). International bidder can quote in international currencies, however, the taxes shall be paid by the bidder
ITB 16.4	Period of time the goods are expected to be functioning (for the purpose of spare parts**): Three (3) Year**
ITB 17.2 (a)	Manufacturer's authorization is required if the bidder itself is not manufacturer.
ITB 17.2 (b)	After sales service is: The furniture warranty cost shall be free of cost for the first year of project.
ITB 18.1	The Bid shall be valid until: Sixty (*60) days after the date of bid submission.*
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): NA
ITB 19.1	A Bid Security "shall be" required. A Bid-Securing Declaration "shall not be" required. The amount and currency of the Bid Security shall be PKR 5,000,000 (PKR five million), However, international bidders can quote the same in USD (equivalent amount).
ITB 19.3 (d)	Bid Security is specified pursuant to ITB 19.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option: a. An unconditional guarantee issued by a bank **is acceptable**. The non-bank financial institution (such as an insurance, bonding or surety company) security **is not acceptable.** b. an irrevocable letter of credit; c. a cashier's or certified check; or d. Other types of acceptable securities: **CDR/SDR/DD/PO**
ITB 19.9	If the Bidder performs any of the actions prescribed in subparagraphs ITB 19.9 (a) or (b), the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of ______ ***[insert period of time]*** years starting from the date the Bidder performs any of the actions. **N/A**

ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: *Authority Letter***
	D. Submission of Bids
ITB 21.2	The bidders shall submit one (1) original Bid & one (1) copy.
ITB 22.1	For **Bid submission purposes** only, the Purchaser's address is: ***Project Director KP-HCIP Health Department, 240 Defense Colony Shami Road Peshawar.*** Attention: Procurement Specialist Street Address: ***240 Defense Colony Shami Road Peshawar.*** Floor/ Room number: N/A City: ***Peshawar*** ZIP/Postal Code: 25000 Country: ***Pakistan***
	E. Public Opening of Technical Parts
ITB 25.1	**The deadline for Bid submission is:** Date: 22nd **December 2025** Time for bid submission:***03:00 PM Hours*** Time for Bid Opening: 03:00 PM Bidders ***shall not*** have the option of submitting their Bids electronically. **The Bid opening shall take place at:** Street Address: Conference Hall of KP-HCIP Health ***240 Defense Colony Shami Road Peshawar., Govt. of Khyber Pakhtunkhwa, Pakistan.*** Floor/ Room number: N/A City: Peshawar Country: ***Pakistan*** Date: **22nd December 2025** Time:***03:00 PM Hours***

ITB 25.6	The Letter of Bid - Technical Part and the sealed envelope marked “Second Envelope - Financial Part” shall be initialed by Three (3) representatives of the Purchaser conducting Bid opening.
H. Public Opening of Financial Parts of Bids	
ITB 33.5	Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the location, date and time of the public opening of Financial Parts.
	I. Evaluation of Financial Part of Bids
ITB 34.1(a)	**Lot-1: BEmONC Furniture** Covers all furniture items specific to BEmONC Centers (delivery rooms, obstetric equipment, ANC/PNC, newborn care units, etc.). **Lot-2: Flood-Affected Facilities Furniture** Covers all standard health facility furniture required for 158 flood-affected facilities (BHU, RHC, Cat-C, Cat-D), e.g., tables, chairs, cupboards, trolleys, benches, stretchers, ward furniture, etc.
ITB 34.5	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: ***[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]*** **(a)** Deviation in Delivery schedule: No **(b)** Deviation in payment schedule: **No** **(c)** the cost of major replacement component, mandatory spare parts, and service: **No** **(d)** the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Bid: Yes **(e)** Life cycle costs: the costs during the life of the goods or equipment: **No** **(f)** the performance and productivity of the equipment offered; Yes **(g)** **The rest of evaluation criteria is mentioned in Section III, Evaluation and Qualification Criteria** • Lowest evaluated Responsive bid
ITB 36.1	The currency that shall be used for Bid evaluation and comparison purposes: Pak Rupee (PKR)

	J. Award of Contract
ITB 42	The Purchaser shall enter into a Framework Agreement with the successful bidder(s), which shall remain valid until **31 December, 2026.** The Framework Agreement shall establish the terms and conditions governing the supply of Goods and Related Services during its validity period. No minimum purchase quantity is guaranteed under the Framework Agreement. During the term of the Framework Agreement, the Purchaser may issue multiple Purchase Orders (POs), on an as-needed basis, in accordance with the specifications and unit prices agreed under the Framework Agreement. Each Purchase Order issued under the Framework Agreement shall constitute an individual contract between the Purchaser and the Supplier and shall be governed by the terms and conditions set out in the Framework Agreement.
ITB 48.1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 49.1	**Performance Guarantee:** The Framework Agreement shall not require a Performance Security. However, the Supplier shall furnish a Performance Security within 10 calendar days of issuance of each Purchase Order under this Framework Agreement. The Performance Security shall be in the amount of 10% of the Purchase Order value and in the form specified in the Purchase Order. The Performance Security shall be released after the Supplier has fully performed all obligations under the Purchase Order, including delivery, inspection, acceptance, and any applicable warranty obligations, in accordance with the World Bank Procurement Regulations.
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers ." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: **For the attention**: **Title/position**: Project Director KP-HCIP **Employer**: KP-HCIP (Health) **Email address**: kphciphealth163@gmail.com In summary, a Procurement-related Complaint may challenge any of the following: (h) the terms of the Bidding Documents; and (i) the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria

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

Contents

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

(a) responsive to the bidding document, and

(b) the Best evaluated responsive bid will be selected.

TECHNICAL PART

1. Qualification (ITB 32)

1.1 Evaluation and Qualification Criteria

1. Eligibility

The Bidder shall:

a) Be a legal entity registered in Pakistan under applicable laws.
b) Hold valid National Tax Number (NTN), General Sales Tax (GST), and KPRA registration certificates.
c) Not be under a declaration of ineligibility for corrupt, fraudulent, or coercive practices by the World Bank, Government of Pakistan, or KPPRA.
d) Submit a duly signed Integrity Pact and Bid Securing Declaration (or Bid Security as specified).

2. Experience and Technical Capacity

The Bidder shall demonstrate the following experience to qualify:

a) **General Experience**
The Bidder must have been in the furniture supply/manufacturing business for at least five (05) years preceding the bid submission date.
b) **Specific Experience**
The Bidder must have successfully completed at least two (02) contracts each with a minimum value of PKR 150 million or one (01) contract with a minimum value of PKR 300 million within the last five (05) years, each of similar nature and complexity (i.e., supply, delivery, and installation of hospital/office/school furniture).

Note: Documentary evidence in the form of purchase orders, completion certificates, and client references shall be provided.

c) Production and Delivery Capacity
The Bidder must demonstrate ownership or lease of production/manufacturing workshop(s) capable of manufacturing or assembling furniture of required scale and specifications.

The Bidder shall provide details/ownership/lease/contract agreements of:

a) Manufacturing Location and Installed Production Capacity.
b) Quality assurance and inspection process.
c) Logistics and delivery plan to ensure distribution to Haripur, Peshawar, Nowshera, Swabi and flood affected districts.
d) At least 30 Skilled/Unskilled Workers Registered with EOBI & Social Security
e) Equal or greater thatn 4,000 Sqm. Warehouse Located in Khyber Pakhtunkhwa.

3. Financial Situation and Performance

a) **Historical Financial Performance**
Submission of audited financial statements (income statement and balance sheet) for the last three (03) fiscal years (FY 2022–23, 2023–24, 2024–25) to demonstrate soundness of the Bidder's financial position.
b) **Average Annual Turnover**
Minimum average annual turnover of PKR 500 million over the last three (03) years.
c) **Financial Resources**
The Bidder must demonstrate access to, or availability of, liquid assets, unencumbered real assets, lines of credit, or other financial means sufficient to meet At least PKR 100 million for this contract.

Note: Bank statement (last three years) or Credit lines or letter from a reputable commercial bank must be attached as proof.

4. Equipment and Tools

The Bidder shall provide evidence of having access to the necessary tools and machinery, including but not limited to:

a) Seasoning Plant.
b) Powder coating Plant.
c) CNC Machines
d) Transportation Vehicles
e) Woodworking and finishing machines.
f) Upholstery tools.
g) Delivery trucks and handling equipment.
h) Quality testing tools for joinery and finishing.

5. Delivery and Warranty Requirements

a) The Bidder must confirm ability to deliver and install all furniture items at the designated health facilities within 60 calendar days from the issuance of the Purchase Order.
b) All items must carry a minimum one (01) year warranty against manufacturing or structural defects.
c) After-sales service and rectification support must be available in the four project and flood affected districts.

6. Litigation History

a) The Bidder shall provide details of all pending or completed litigation over the last five (05) years. The amount in dispute shall not exceed 50% of the Bidder's net worth.

7. Joint Venture (if applicable)

Joint ventures (JVs) are permitted; however:

a) The Lead Partner must meet at least 50% of the required turnover and specific experience.
b) Each partner must meet at least 25% of the required criteria.
c) The JV must collectively meet 100% of all qualification requirements.

FINANCIAL PART

2. Financial Evaluation (ITB 37)

The contract shall be awarded to the **Lowest Evaluated Responsive Bidder**, determined in accordance with the World Bank Procurement Regulations and the procedures described in this Bidding Document.

Section IV - Bidding Forms

Table of Forms

Letter of Bid – Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT *Place this Letter of Bid in the* <u>*first*</u> *envelope "TECHNICAL PART".* *The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.* <u>*Note*</u>*: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of Bidding process*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

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

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

(a) the Technical Part, and

(b) the Financial Part.

In submitting our Bid we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid/Proposal-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Purchaser's country in accordance with ITB 4.7;

(d) **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.]

(e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

(f) **Bid Validity**: 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;

(g) **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;

(h) **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 13;

(i) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(j) **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*];

(k) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(l) **Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(m) **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 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.

Letter of Bid - Financial Part

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

Place this Letter of Bid - Financial Part in the second envelope marked "FINANCIAL PART".

The Bidder must prepare the Letter of Bid - Financial Part 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.

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
RFB No.: [*insert number of bidding process*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

To: [*insert complete name of Purchaser*]

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

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

(a) **Bid Validity**: 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;

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

In case of only one lot, the total price of the Bid is [*insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies*];

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

In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

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

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

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

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

Name of Recipient	Address	Reason	Amount

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

(e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

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

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

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

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

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

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

Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page ________ of_ ______ pages

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information 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]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 48.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

Bidder's JV Members Information Form

[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]*

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

Page ________ of_ ______ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 48.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

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

SEA and/or SH Declaration **in accordance with Section III, Qualification Criteria, and Requirements**
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (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.
[*If (c) above is applicable*, *attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*

Price Schedule Forms

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

Price Schedule

FIN-I

COST OF FURNITURE – IN CASE OF LOCAL or IMPORTED PRODUCT/ DDP

Name of Bidder: ____

Invitation for Bids No.: ______________________________________

Contract Title: Procurement of Furniture for Healthcare Facilities in Haripur, Peshawar, Nowshera, and Swabi and Flood Affected Districts of Khyber Pakhtnkhwa.

Bid Submission Date: ____

LOT-1 Clinical Furniture (Labour Room, Delivery, Newborn Corner, Emergency, Procedure Room)							
		Make / Model / Origin	**Unit**	**Unit Price (PKR)**	**Total Price (PKR)**	**Taxes & Duties (if any)**	**Grand Total DDP Price (PKR)**
	Overhead/Examination Lamp						
	Revolving Stool (Padded)						
	Foot Step (Double Step)						
	Linen Trolley						
	Privacy Screen/Partition						

	Small Wall Cabinet (Newborn Corner)						
	KMC Chair (Reclining)						
	Trauma Stool						
	Record Shelf (Emergency Area)						
	Minor Procedure Table						
	Stainless Steel Side Table						
Diagnostic & ANC/PNC Furniture							
	ANC Examination Table						
	Midwife Table (Desk)						
	Revolving Chair (ANC Room)						
	Patient Chairs (ANC/PNC)						
	Wooden/Steel Shelf						
	BP/Vitals Table						
	Baby Weighing Scale Stand						
	Adult Weighing Machine Stand						
	Waiting Bench (3–4 Seater)						

	Partition Screen (Triage)						
	Lab Workbench						
	Lab Stool						
	Wall-Mounted Lab Cabinet						
	Sample Rack Shelf						
Pharmacy, Store & Administrative Furniture							
	Drug Storage Rack (Heavy-duty)						
	Lockable Medicine Cabinet						
	Pharmacy Counter Table						
	Refrigerator Stand						
	Pallets (Wood/Metal)						
	Office Desk (Incharge)						
	Office Chair (Revolving)						
	Visitor Chairs						
	Filing Cabinet (Steel)						
	Staff Lockers						

	Waiting Benches						
	Counseling Desk						
	Counseling Chair						
	Client Chairs						
	IEC Board/Stand						
	Heavy-Duty Racks						
	Inventory Table						

Lot-2

General Furniture & Other Items

S. No.	Description of Item	Make / Model / Origin	Unit	Unit Price (PKR)	Total Price (PKR)	Taxes & Duties (if any)	Grand Total DDP Price (PKR)
1.	Office Table (Single Side – 3 Drawers)						
2.	Office Table (Double Side – 3 Drawers)						
3.	Office Table (Executive Type)						
4.	Officer Table / Ordinary Office Table						

5.	Computer Table						
6.	Conference Table with Chairs						
7.	Central / Center Table Set						
8.	Lab Table						
9.	Examination Couch / Patient Examination Table						
10.	Bedside Table						
11.	Bedside Locker						
12.	Patient Bed with Mattress						
13.	Railing for Beds						
14.	Drip Stand						
15.	Folding Screen						
16.	Medicine Rack / Medicines Rack						
17.	File Cabinet						
18.	File Rack						
19.	Steel Almirah / Almari						
20.	Wooden Almirah						

21.	Steel Rack / Storage Rack						
22.	Stretcher (Strature)						
23.	Patient Stool						
24.	Stool (Stainless Steel)						
25.	Ordinary Chairs						
26.	Office Chairs						
27.	Revolving Chairs						
28.	Visitor Chairs						
29.	Office Chairs (Steel Frame, Foam or Plastic Weaved)						
30.	Single-Seater Sofa Cushion Set						
31.	Waiting Benches (3-Seater / 4-Seater / 6-Seater)						
32.	Patient Waiting Area Steel Benches						
33.	Sofa Set for Waiting / Reception Area						
34.	Cupboards / Wooden Storage Units						

35.	File Storage Cabinets						
36.	Electric Water Cooler (for Patients)						
37.	Submersible Water Pump						
38.	Water Dispenser (for Staff)						
39.	Electric Geyser 16 Litres (for Labour Room)						
40.	Electric Heater (for Labour Room)						
41.	Ceiling Fans (30 Watts)						
42.	Pedestal Fans / Bracket Fans						
43.	Curtains						
44.	Wall Clock						

Important:

a) The bidder shall quote **unit rates** for each item listed in the RFB. The resulting contract shall be a **Framework Contract**, under which the **quantities will be determined based on actual need and demand** during the contract period.

b) The **unit rates quoted shall remain fixed and valid** for the entire duration of the Framework Contract, and payments shall be made only for the quantities actually ordered and supplied in accordance with the Purchaser's requirements.

c) No claim for price escalation, or minimum order guarantee shall be entertained under this arrangement.

Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

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

Date: *[Insert date of issue]*

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

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

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

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

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

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

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

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

____

[Signature(s)]

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

Form of Bid Security (Bid Bond)

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

BOND NO. ______________________

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country of Purchaser],* as Surety (hereinafter called "the Surety"), are held and bidderly bound unto *[name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*[1] *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, bidderly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ___ day of ______, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

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

(a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal's Letter of Bid, or any extended date provided by the Principal; or

(b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

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

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

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

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

Principal: _______________________ Surety: _____________________________

Apply Corporate Seal (where appropriate)

_______________________________ ____________________________________

(Signature) *(Signature)*

(Printed name and title) *(Printed name and title)*

Form of Bid-Securing Declaration

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

Date: *[date (as day, month and year)]*
RFB No.: *[number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

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

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

Name of the Bidder*__________________________________

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

Title of the person signing the Bid____

Signature of the person named above____

Date signed ________________________________ day of ___________________, _____

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

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

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

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid submission]*
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

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

Title: *[insert title]*

Dated on ____________ day of __________________, _______ *[insert date of signing]*

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and ITB 5.1: *None*

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 bidder 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 bidder or individual, either indefinitely or for a stated period of time, including by publicly declaring such bidder or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;1 (ii) to be a nominated2 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible bidder 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[3] 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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1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

2 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the 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.

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

PART 2 – Supply & Services Requirements

BeMONC Estimated Requirements LOT-1		
S.No	**Description of Items**	**TOTAL**
1	Overhead/Examination Lamp	1
2	Revolving Stool (Padded)	1
3	Foot Step (Double Step)	1
4	Linen Trolley	1
5	Privacy Screen/Partition	1
6	Small Wall Cabinet (Newborn Corner)	1
7	KMC Chair (Reclining)	1
8	Trauma Stool	1
9	Record Shelf (Emergency Area)	1
10	Minor Procedure Table	1
11	Stainless Steel Side Table	1
12	ANC Examination Table	1
13	Midwife Table (Desk)	1
14	Revolving Chair (ANC Room)	1
15	Patient Chairs (ANC/PNC)	4
16	Wooden/Steel Shelf	1
17	BP/Vitals Table	1
18	Baby Weighing Scale Stand	1
19	Adult Weighing Machine Stand	1
20	Waiting Bench (3–4 Seater)	2

21	Partition Screen (Triage)	1
22	Lab Workbench	1
23	Lab Stool	1
24	Wall-Mounted Lab Cabinet	1
25	Sample Rack Shelf	1
26	Drug Storage Rack (Heavy-duty)	2
27	Lockable Medicine Cabinet	1
28	Pharmacy Counter Table	1
29	Refrigerator Stand	1
30	Pallets (Wood/Metal)	4
31	Office Desk (Incharge)	1
32	Office Chair (Revolving)	1
33	Visitor Chairs	3
34	Filing Cabinet (Steel)	1
35	Staff Lockers	1
36	Waiting Benches	3
37	Counseling Desk	1
38	Counseling Chair	1
39	Client Chairs	2
40	IEC Board/Stand	1
41	Heavy-Duty Racks	3
42	Inventory Table	1
43	Pallets (Wood/Metal)	4
Note: These items represent the requirements for one (01) BEmONC facility, and the total number of BEmONC facilities is 88. However, quantities may increase or decrease based on actual requirements and demand, in line with the principles of a framework contract.		

Estimated Quantity Lot-2		
S.No	**Description of Items**	**TOTAL**
1	Office Table (single side)	90
2	Office Table (double side)	18
3	Executive Table	12
4	Computer Table	60
5	Conference Table	9
6	Central Table Set	18
7	File Cabinet (4-drawer)	78
8	File Rack	54
9	Steel Almirah	66
10	Wooden Almirah	39
11	Storage Rack	66
12	Ordinary Chairs	432
13	Office Chairs	123
14	Revolving Chairs	66
15	Visitor Chairs	228
16	Sofa Set (Reception)	12
17	Waiting Benches	78
18	Examination Table	78
19	Bedside Table	114
20	Bedside Locker	114
21	Patient Beds	204
22	Bed Rails	204
23	Drip Stands	78
24	Folding Screens	60
25	Medicine Rack	39
26	Stretcher	39
27	Patient Stool	78
28	Stainless Steel Stool	39
29	Electric Water Cooler	30
30	Water Dispenser	30
31	Geyser (Labour Room)	21
32	Electric Heater	39
33	Ceiling Fans	294
34	Pedestal/Bracket Fans	72
35	Curtains Set	156
36	Wall Clock	54
37	Brooms	66
38	Mops	66

39	Buckets	66
40	Waste Bins (General)	66
41	Waste Bins (MHM)	30
42	Toilet Brushes	66
43	Lab Table	36
44	Submersible Pump	15
45	Surface Water Pump	15

Note: The quantities reflected in the Facility-Wise Furniture Matrix are indicative and have been provided solely for estimation and evaluation purposes. This procurement shall be conducted under a framework contract arrangement; therefore, the Procuring Agency reserves the right to increase, decrease, substitute, or omit any item or quantity based on actual requirements at the time of issuance of call-off orders. No claim shall be entertained by the Supplier on account of variation in quantities during the entire duration of the framework contract.

Section VII - Schedule of Requirements

Contents

PROJECT DESCRIPTION / TERMS OF REFERENCE / SCOPE OF WORK

1. BACKGROUND:

The Government of Khyber Pakhtunkhwa (GoKP), with financial assistance from the World Bank under the Khyber Pakhtunkhwa Human Capital Investment Project (Health Component), aims to improve the availability, quality, and utilization of Primary Health Care (PHC) services across the province.

The Project focuses on strengthening service delivery at Basic Health Units (BHUs), Rural Health Centers (RHCs), and Category C/D Hospitals in the four project districts — Haripur, Nowshera, Peshawar, and Swabi — and sixteen flood-affected districts.

These interventions are intended to ensure that health facilities meet minimum functional standards for service delivery as outlined in the KP Minimum Health Services Delivery Package (MHSDP) and Essential Health Services Package (EHSP).

To enhance the functionality, efficiency, and patient experience at healthcare facilities, the project will support the provision, delivery, and installation of standardized furniture (administrative, clinical, and patient-use) in all targeted health facilities.

Key project results include:

- Improved physical readiness of PHC facilities for quality service delivery.
- Standardized and durable facility furniture supporting continuity of clinical and administrative operations.

Climate-resilient, user-friendly, and disability-inclusive infrastructure aligned with provincial health standards.**2. TASK DESCRIPTION:**

The selected bidder (Supplier) shall be responsible for the supply, delivery, and installation of furniture items as per the technical specifications provided in the Annexure (Specifications) and Schedule of Requirements (SOR) of the RFB document. The key responsibilities include:

1. **Supply and Delivery:**
    - Supply brand-new, high-quality furniture items conforming to approved specifications.
    - Ensure safe transportation and delivery to all designated health facilities in the 4 project districts and 16 flood-affected districts.
    - Items include, but are not limited to, office tables, chairs, beds, patient benches, examination couches, cabinets, racks, and waiting area furniture.
2. **Installation and Placement:**
    - Proper installation and placement of all supplied furniture items in consultation with facility in-charge / focal persons.
    - Conduct minor assembly or anchoring where required (e.g., bolted cupboards, fixed racks, or mounted boards).
    - Remove packing materials and leave facilities in clean condition post-installation.
3. **Quality and Standards:**
    - All furniture shall be made of durable materials (solid wood, steel, or composite material) meeting standard hospital use requirements.
    - Finishing shall be smooth, moisture-resistant, termite-proof, and compliant with environmental safety standards.
    - All items shall carry a minimum one-year warranty against manufacturing defects.

4. **Delivery Schedule:**
    - Complete delivery and installation within **two (2) months** after issuance of each Purchase Order.
    - Partial deliveries may be accepted based on facility readiness.
5. **Warranty and Maintenance:**
    - Provide after-sales service for a minimum period of one (1) year which will start from the date of delivery.
    - Replace or repair defective items free of cost within 10 working days of notification.
    - Maintain a complaint register/logbook for each district.
6. **Documentation and Verification:**
    - Submit delivery challans, inspection reports, and photographs of installed items at each facility.
    - Obtain end-user certification from the designated KP-HCIP representative or facility focal person.

3. RESPONSIBILITIES OF KP-HCIP HEALTH DEPARTMENT

The KP-HCIP Health Department shall:

1. Facilitate access to all designated health facilities for delivery and installation activities.
2. Nominate focal persons in each district and facility for receipt, verification, and acknowledgment.
3. Ensure timely inspection of delivered items through district-level verification committees.
4. Process payments upon submission of complete invoices and inspection reports.
5. Provide utilities, access, and basic storage space (if required temporarily) during delivery and installation.

4. LOCATION AND DURATION OF CONTRACT

- The contract will cover furniture provision for 4 core project districts (Peshawar, Nowshera, Swabi, Haripur) and 16 flood-affected districts as notified by the Department.
- The total implementation period for supply and installation shall be two (2) months from issuance of each Purchase Order.
- The warranty and maintenance period shall remain valid for one (1) year after completion and acceptance.

5. PROJECT STANDARDS AND REQUIREMENTS

- All furniture items shall confirm to the approved technical specifications and samples approved by KP-HCIP prior to bulk production.
- The Supplier shall ensure the use of environmentally friendly and durable materials suitable for healthcare settings.
- Color, finish, and design shall align with the standardized branding and visibility guidelines of KP-HCIP.

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6. COMPLIANCE WITH REGULATIONS

The Supplier shall ensure compliance with:

- Government of Khyber Pakhtunkhwa procurement laws and environmental regulations.
- World Bank Procurement Regulations for IPF Borrowers (July 2016, revised August 2023).
- Relevant labor laws, safety standards, and ethical sourcing practices.

8. FINANCIAL ARRANGEMENTS AND PAYMENT MECHANISM

a. Payment will be made upon successful delivery, installation, and verification of furniture items as per contract terms.
b. Partial payments are permissible for partial deliveries verified by the inspection committee.
c. The Supplier shall submit invoices with all supporting documentation, including delivery notes, inspection reports, and facility acknowledgments.
d. KP-HCIP shall process payments within **ten (10) working days** after receiving complete and verified invoices.

9. RISK-SHARING ARRANGEMENTS

Both parties shall share risks in accordance with the World Bank and Government of KP contractual provisions. The Supplier shall maintain adequate insurance coverage for goods in transit and at site until formal handover.

The following furniture and equipment items are to be supplied, delivered, and installed at designated healthcare facilities across Haripur, Peshawar, Nowshera, and Swabi under the framework contract. Quantities shall be determined based on actual need and demand during the contract period. The bidder shall quote unit rates only.

S.No.	**Description of Item**	**Specification**
1.	Office Table (Single Side – 3 Drawers)	Laminated particle board top (Melamine, 18mm) with 1mm PVC edging. Powder-coated MS frame. Three drawers (two small, one file drawer) with smooth roller slides. Dimensions: 120cm (L) x 60cm (W) x 75cm (H).
2.	Office Table (Double Side – 3 Drawers)	Similar to single-side, but with drawers on both sides. Laminated top, MS frame. Dimensions: 120cm (L) x 120cm (W) x 75cm (H). Designed for two staff members.
3.	Office Table (Executive Type)	L-shaped design with laminated top and PVC edging. Pedestal with 3 drawers (including one file drawer) and a modesty panel. Powder-coated MS frame. Dimensions: (140cm + 100cm) x 75cm (H).
4.	Officer Table / Ordinary Office Table	Laminated top (18mm) with PVC edging on a powder-coated MS frame. May have a single drawer or be a simple table. Dimensions: 100cm (L) x 60cm (W) x 75cm (H).
5.	Computer Table	Laminated top (18mm) with a dedicated keyboard tray and rear cable management port. Powder-coated MS frame. Dimensions: 100cm (L) x 60cm (W) x 75cm (H).
6.	Conference Table with Chairs	**Table:** Large rectangular or boat-shaped table with laminated top (25mm) and powder-coated MS base. Dimensions as per room size (e.g., 240cm x 100cm). **Chairs:** Medium-back conference chairs with fabric or PU leather upholstery, padded seats, and swivel/tilt mechanism.
7.	Central / Center Table Set	**Table:** Glass top (8mm) or laminated wood top (18mm) with a polished wooden or powder-coated MS frame.
8.	Lab Table	Chemical-resistant epoxy resin top (20mm thick) mounted on a powder-coated MS under-structure. Dimensions: 150cm (L) x 60cm (W) x 80cm (H). May include a sink and reagent shelf as per requirement.

9.	Examination Couch / Patient Examination Table	MS frame with a laminated wood top. Central section covered with a high-density, waterproof PVC foam mattress. Adjustable backrest, fixed height of ~75cm. Includes a paper roll holder and storage shelf below.
10.	Bedside Table	Made of ABS plastic or Stainless Steel (SS 304). Single drawer and an open shelf below. Dimensions: ~45cm (L) x 45cm (W) x 75cm (H). Easy to clean and disinfect.
11.	Bedside Locker	Powder-coated MS or ABS plastic body. Single door with lockable handle and one internal shelf. Dimensions: ~40cm (W) x 50cm (H) x 40cm (D).
12.	Patient Bed with Mattress	**Bed:** SS 304 or powder-coated MS frame. Gatch style with 3-5 sections, manually adjustable by crank. Four 125mm swivel casters with central locking. **Mattress:** High-density foam (8-10 cm thick) with waterproof PVC cover.
13.	Railing for Beds	SS 304 or powder-coated MS. Two-section side rails that fold down smoothly, with secure locking mechanism. Height adjustable to fit standard hospital beds.
14.	Drip Stand	SS 304, height-adjustable from 150cm to 200cm. Four-hook top, five-caster base for stability.
15.	Folding Screen	Aluminum frame with 3 panels. Each panel covered with laminated PVC fabric. Dimensions per panel: 180cm (H) x 60cm (W). Foldable and portable.
16.	Medicine Rack / Medicines Rack	SS 304 or MS with epoxy coat. Multiple shelves with a 5-7 cm high raised edge. Dimensions: 90cm (W) x 150cm (H) x 35cm (D).
17.	File Cabinet	4-drawer vertical steel cabinet with powder-coated finish. Central locking mechanism. Smooth roller slide suspension. Dimensions: 75cm (H) x 45cm (W) x 60cm (D).
18.	File Rack	MS with powder coat. Angled shelves for easy file viewing. Dimensions: 100cm (W) x 150cm (H) x 35cm (D).
19.	Steel Almirah / Almari	Double-door steel almirah with powder-coated finish. Central lock, 3-4 adjustable shelves. Dimensions: 180cm (H) x 90cm (W) x 45cm (D).

20.	Wooden Almirah	Commercial plywood (19mm) with decorative laminate finish. Double doors with magnetic catch, internal shelves and hanging rod. Dimensions: 200cm (H) x 120cm (W) x 60cm (D).
21.	Steel Rack / Storage Rack	Heavy-duty epoxy-coated steel. 5 adjustable shelves, each with a load capacity of 200kg. Dimensions: 120cm (W) x 200cm (H) x 45cm (D).
22.	Stretcher (Strature)	SS 304 with 4 sections, central braking system, and 4 IV poles. Fixed or adjustable backrest. Dimensions: 190cm (L) x 55cm (W) x 85cm (H).
23.	Patient Stool	Molded polypropylene (PP) seat, chrome-plated MS frame. Backrest and armrests optional. Stackable.
24.	Stool (Stainless Steel)	SS 304, circular seat with raised edge. Height: 45cm. Robust and easy to clean.
25.	Ordinary Chairs	Molded PP seat and back, powder-coated MS frame. Stackable design.
26.	Office Chairs	Padded seat and backrest with fabric or mesh upholstery. Gas lift for height adjustment, swivel function.
27.	Revolving Chairs	Padded seat and back with PVC upholstery. Five-caster base with two locking casters. Gas lift height adjustment.
28.	Visitor Chairs	Padded seat and back with PU leather or fabric upholstery. Wooden or powder-coated MS frame with arms.
29.	Office Chairs (Steel Frame, Foam or Plastic Weaved)	Powder-coated steel frame. Seat with foam cushion and plastic weaved backrest for ventilation.
30.	Single-Seater Sofa Cushion Set	Hardwood frame, high-resilience foam cushioning, premium fabric or leatherette upholstery. Includes matching armrests.

31.	Waiting Benches (3-Seater / 4-Seater / 6-Seater)	Powder-coated MS frame. Seat and backrest of molded PP or plywood with laminate. Fixed to floor for public areas.
32.	Patient Waiting Area Steel Benches	Powder-coated MS frame. Seat and backrest of molded PP or plywood with laminate. Fixed to floor for public areas.
33.	Sofa Set for Waiting / Reception Area	Typically one 3-seater sofa and two single-seater armchairs. Hardwood frame, high-density foam, premium fabric upholstery.
34.	Cupboards / Wooden Storage Units	Commercial plywood (19mm) with laminate finish. Shelves adjustable as required.
35.	File Storage Cabinets	Steel, 2-drawer or 4-drawer mobile pedestal cabinets. Lockable, compatible with office table systems.
36.	Electric Water Cooler (for Patients)	Capacity: 30-40 litres/hour. Cooling and heating functions. SS reservoir, child lock on hot water tap.
37.	Submersible Water Pump	0.5 to 1 HP, stainless steel body. Automatic pressure controller. Suitable for 100-200 ft depth.
38.	Water Dispenser (for Staff)	Table-top water dispenser with hot and cold water functions.
39.	Electric Geyser 16 Litres (for Labour Room)	16-litre storage capacity, 1500-watt heating element. Wall-mounted, with thermostat control and magnesium anode rod.
40.	Electric Heater (for Labour Room)	Ceramic fan heater, 2000-watt power with adjustable thermostat and safety tip-over switch.
41.	Ceiling Fans (30 Watts)	48-inch sweep, 30-watt BLDC energy-efficient motor. 3-speed regulator, 5-year warranty.

42.	Pedestal Fans / Bracket Fans	16-inch blade, 3-speed settings, oscillating function. Powder-coated grille and base.
43.	Curtains	**Track:** Aluminum curtain track. **Fabric:** Polyester or poly-cotton blend.
44.	Wall Clock	Quartz movement, 12-inch diameter, plastic/wooden frame, Arabic numerals. Battery operated.

1	Overhead/Examination Lamp	LED Examination Light, Ceiling Mounted, with ≥ 40,000 Lux intensity, adjustable focus, sterilizable handles, shadow control feature, and minimum 600mm diameter illumination field.
2	Revolving Stool (Padded)	"Five-caster base with two locking casters, height adjustable gas lift mechanism (45-65 cm range), padded seat with waterproof PVC upholstery, chrome-plated steel frame."
3	Foot Step (Double Step)	Durable and stable stainless steel 2-step foot stool Built with an anti-skid top and strong steel frame load capacity minimum 150 kg
4	Linen Trolley	"Stainless Steel 304, three-shelf design, dimensions 90cm x 50cm x 80cm, four 100mm swivel casters with brakes, seamless construction for easy cleaning."
5	Privacy Screen/Partition	"Aluminum frame with PVC curtain panels, minimum 180cm height x 120cm width, foldable design, neutral color (light blue/beige), portable and easy to disinfect."
6	Small Wall Cabinet (Newborn Corner)	"Wall-mounted MS cabinet with powder-coated finish, dimensions 60cm x 45cm x 30cm, single door with lock, 2 adjustable shelves, for newborn care supplies storage."
7	KMC Chair (Reclining)	Reclining chair for Kangaroo Mother Care with padded armrests, high-density foam, waterproof anti-bacterial PVC upholstery, smooth recline mechanism, steel frame construction.
8	Trauma Stool	Stainless Steel 304 stool with central well/tray for instruments, height 45-50cm, load capacity 200kg, seamless construction, no sharp edges.
9	Record Shelf (Emergency Area)	Wall-mounted MS record shelf with powder-coated finish, 4 compartments, dimensions 80cm x 40cm x 25cm, for emergency area documentation storage.

10	Minor Procedure Table	Stainless Steel 304 procedure table with perforated top, raised edges, height adjustable from 70-100cm, central pedestal base with four casters (two with brakes).
11	Stainless Steel Side Table	Stainless Steel 304 side table with one lower shelf, dimensions 60cm x 45cm x 75cm, seamless construction, easy to clean and disinfect.
12	ANC Examination Table	Gynecological examination table with lithotomy stirrups, storage drawer, PVC upholstered cushion, fixed height 75cm, MS frame with laminated top.
13	Midwife Table (Desk)	Laminated melamine top on powder-coated MS frame, dimensions 120cm x 60cm x 75cm, one drawer and one cupboard for midwife supplies.
14	Revolving Chair (ANC Room)	Medical revolving chair with backrest, five-caster base with locks, height adjustable gas lift, padded PVC upholstery, chrome-plated frame.
15	Patient Chairs (ANC/PNC)	Stackable patient chairs with molded polypropylene seats, powder-coated MS frame, with armrests, for ANC/PNC waiting area.
16	Wooden/Steel Shelf	Commercial plywood with laminate finish or MS with powder coat, 5 adjustable shelves, dimensions 120cm x 180cm x 40cm, for general storage.
17	BP/Vitals Table	Powder-coated MS frame with laminate top, small table dimensions 40cm x 30cm x 75cm, with lower shelf for BP apparatus and supplies.
18	Baby Weighing Scale Stand	Stainless Steel 304 platform with built-in recess for digital baby scale, height 75-80cm, stable design with non-slip surface.
19	Adult Weighing Machine Stand	Low-profile SS platform for adult weighing scale, dimensions 40cm x 40cm x 10cm, stable base with non-slip surface.
20	Waiting Bench (3–4 Seater)	Powder-coated MS frame with molded PP seats and backrest, 4-seater capacity, fixed installation, for waiting areas.
21	Partition Screen (Triage)	"Three-panel partition screen with aluminum frame and PVC panels, each panel 180cm height x 60cm width, for triage area separation."
22	Lab Workbench	"Chemical-resistant epoxy resin top (20mm thick) on powder-coated MS frame, dimensions 150cm x 60cm x 80cm, with one lower shelf."
23	Lab Stool	"Adjustable lab stool with SS foot-ring, five-caster base, height adjustable from 50-70cm, padded PVC seat."
24	Wall-Mounted Lab Cabinet	"Wall-mounted MS cabinet with powder-coated finish, double doors with central lock, 3 adjustable shelves, dimensions 80cm x 60cm x 25cm."

25	Sample Rack Shelf	"ABS plastic sample rack with multiple tiers and dividers, for test tubes and sample containers, easy to clean and disinfect."
26	Drug Storage Rack (Heavy-duty)	"Heavy-duty steel epoxy-coated racks, 5 adjustable shelves, dimensions 120cm x 200cm x 45cm, load capacity 200kg per shelf."
27	Lockable Medicine Cabinet	"MS cabinet with powder-coated finish, double doors with central lock, multiple adjustable shelves, dimensions 90cm x 120cm x 35cm."
28	Pharmacy Counter Table	"L-shaped pharmacy counter with laminated melamine top, height 105cm, MS frame, high front for privacy, one side open for staff."
29	Refrigerator Stand	"Powder-coated MS stand to elevate medical refrigerator by 20cm for ventilation, load capacity >100kg, open-frame design."
30	Pallets (Wood/Metal)	"Standard wooden pallets 100cm x 120cm, hardwood construction, load capacity 500kg static load, ISPM-15 compliant."
31	Office Desk (Incharge)	"L-shaped office desk with melamine laminated top, 3 drawers + 1 file drawer, modesty panel, dimensions 140cm x 70cm x 75cm."
32	Office Chair (Revolving)	"High-back managerial chair with fabric upholstery, gas lift mechanism, tilt function, padded arms, suitable for hard flooring."
33	Visitor Chairs	"Visitor chairs with PU leather upholstery, padded arms, chrome-plated MS frame, professional appearance for office use."
34	Filing Cabinet (Steel)	"4-drawer steel filing cabinet with central locking mechanism, suspension roller system, powder-coated finish."
35	Staff Lockers	"Multi-compartment steel locker unit (4 compartments), each with ventilation holes and provision for padlock, powder-coated finish."
36	Waiting Benches	"Powder-coated MS frame with molded PP seats and backrest, 4-seater capacity, fixed installation, for waiting areas."
37	Counseling Desk	"Standard office desk with laminated top, one drawer, dimensions 100cm x 60cm x 75cm, for counseling room use."
38	Counseling Chair	"Comfortable office chair with fabric upholstery, gas lift, swivel function, for counseling session use."
39	Client Chairs	"Client chairs with padded seats and back, armrests, powder-coated frame, matching counseling room furniture."

40	IEC Board/Stand	"Freestanding bulletin board with aluminum frame, cork pinboard surface, dimensions 120cm x 90cm, on wheels for mobility."
41	Heavy-Duty Racks	"Heavy-duty steel epoxy-coated racks, 5 adjustable shelves, dimensions 120cm x 200cm x 45cm, load capacity 200kg per shelf."
42	Inventory Table	"Simple inventory table with laminated top on MS frame, dimensions 120cm x 60cm x 80cm, for sorting and counting supplies."
43	Pallets (Wood/Metal)	"Standard wooden pallets 100cm x 120cm, hardwood construction, load capacity 500kg static load, ISPM-15 compliant."

Notes:
1. The above list defines the approved items under the Framework Contract.
2. The bidder shall quote unit rates for each item in the Price Schedule (FIN-I).
3. Quantities shall be determined based on actual requirements and demand during contract execution period till December 2026.

4. Drawings

This bidding document includes *no* drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:
Physical inspections of supplied goods and services as per spcifications.

PART 3 – Contract

Section VIII - General Conditions of Contract

Table of Clauses

Section VIII. General Conditions of Contract

1. Definitions

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

(a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) "Day" means calendar day.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "GCC" means the General Conditions of Contract.

(h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) "Purchaser's Country" is the country specified **in the Special Conditions of Contract** (SCC).

(j) "Purchaser" means the entity purchasing the Goods and Related Services, as **specified in the SCC.**

(k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) "SCC" means the Special Conditions of Contract.

(m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place **named in the SCC.**

2. Contract Documents

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

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix 1 to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC.** The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise **specified in the SCC.**

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

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

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

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

12. Scope of Supply

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

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of

Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

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

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

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

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

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

14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

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

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

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments **authorized in the SCC.**

16. Terms of Payment

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

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

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

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

17. Taxes and Duties

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

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

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

18. Performance Security

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

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

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

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

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

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

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

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

(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC,** and in any other instructions ordered by the Purchaser.

24. Insurance

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

25. Transportation and Incidental Services

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

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

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

26. Inspections and Tests

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

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

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

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

28. Warranty

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

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

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

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

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

28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

31. Change in Laws and Regulations

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

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

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

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and

(c) a description of any effect(s) of the change on performance/functionality.

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

(a) accelerates the delivery period; or

(b) reduces the Contract Price or the life cycle costs to the Purchaser; or

(c) improves the quality, efficiency or sustainability of the Goods; or

(d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

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

(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or

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

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

34. Extensions of Time

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

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

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

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

APPENDIX 1

(Text in this Appendix shall not be modified)

Fraud and Corruption

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); 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 bidder 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 bidder or individual, either indefinitely or for a stated period of time, including by publicly declaring such bidder or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;1 (ii) to be a nominated2 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible bidder 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[3] 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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[1] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the 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.

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

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors*

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

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

Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (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.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
Period of disqualification: From: _______________ To: ________________

Name of the Subcontractor________________________________

Name of the person duly authorized to sign on behalf of the Subcontractor__________

Title of the person signing on behalf of the Subcontractor_____________________________

Signature of the person named above____

Date signed ___________________________________ day of ____________________, _____

Countersignature of authorized representative of the Supplier:
Signature: ____

Date signed ___________________________________ day of ____________________, _____

Section IX - Special Conditions of Contract

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

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

GCC 1.1(i)	The Purchaser's Country is: *Islamic Republic of Pakistan*
GCC 1.1(j)	The Purchaser is: KP-HCIP (Health) Health Department
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: *BHUs, RHCs, Cat-C & D Hospitals of Peshawar, Nowshera, Swabi & Haripur as per the list of hospital annexed in the bidding document.*
GCC 1.1 (p)	The term **SEA/SH** where used in the Contract has the following meaning: • "**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, or employer's personnel.
GCC 5.1	The language shall be: *English*
GCC 8.1	For **notices**, the Purchaser's address shall be: ***Project Director KP-HCIP Health Department, 240 Defense Colony Shami Road Peshawar.*** Attention: Procurement Specialist Street Address: ***240 Defense Colony Shami Road Peshawar.*** Floor/ Room number: N/A City: ***Peshawar*** ZIP/Postal Code: 25000 Country: ***Pakistan***

GCC 9.1	The governing law shall be the law of*: Khyber Pakhtunkhwa & Islamic Republic of Paksitan*
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: *[The bidding document should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a national of the Purchaser's Country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the bidding document.* *"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country."]* ***(a) Contract with foreign Supplier:*** *[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]* ***If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:*** GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. ***If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:*** GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

	If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted: GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. ***If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:*** GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause. ***(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.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]*. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GCC 14.9	*[Note to Purchaser: Under a Project assessed as high or substantial Sexual Exploitation and Abuse(SEA)/Sexual Harassment (SH) risk, include the following if the Related Services include activities that need to be performed by the Supplier's personnel such as installation, operation and/or maintenance, otherwise state: "Not Applicable".]* GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier's personnel carrying out *[state as applicable: installation/operation/maintenance/operation and maintenance]* that include, but not limited to, maintaining a safe working environment and not engaging in the following practices: (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier's or Purchaser's personnel; (ii) any form of sexual exploitation, which means 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; (iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage. GCC 14.9.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the *[state as applicable: installation/operation/maintenance/operation and maintenance]* is being executed, a Supplier's personnel that undertakes behaviors that are inconsistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the *[state as applicable: installation/operation/ maintenance/ operation and maintenance]* is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.

GCC 15.1	The prices charged for the Goods supplied and the related Services performed *[insert "shall" or "shall not," as appropriate]* be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment *[see attachment to these SCC for a sample Price Adjustment Formula]*
GCC 16.1	***Sample provision*** GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in (_______________) *[currency of the Contract Price]* in the following manner: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser. (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable conbiddered letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13. (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of local currency portion shall be made in _____________ *[currency]* within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. **Payment for Goods and Services supplied from within the Purchaser's Country:** Payment for Goods and Services supplied from within the Purchaser's Country shall be made in _____ *[currency]*, as follows: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser.

	(ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be *[insert number]* days. The interest rate that shall be applied is *[insert number] %*
GCC 18.1	A Performance Security *[insert "shall" or "shall not" be required]* *[If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount]*
GCC 18.3	If required, the Performance Security shall be in the form of : *[insert "a Demand Guarantee" or "a Performance Bond"]* If required, the Performance security shall be denominated in *[insert "a freely convertible currency acceptable to the Purchaser" or " the currencies of payment of the Contract, in accordance with their portions of the Contract Price"]*
GCC 18.4	Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 18.4]*
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency and amount]*
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]*

<table>
<tr><td>GCC 25.2</td><td>Incidental services to be provided are:
[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]</td></tr>
<tr><td>GCC 26.1</td><td>The inspections and tests shall be: [insert nature, frequency, procedures for carrying out the inspections and tests]</td></tr>
<tr><td>GCC 26.2</td><td>The Inspections and tests shall be conducted at: [insert name(s) of location(s)]</td></tr>
<tr><td>GCC 27.1</td><td>The liquidated damage shall be: [insert number]% per week</td></tr>
<tr><td>GCC 27.1</td><td>The maximum amount of liquidated damages shall be: [insert number]%</td></tr>
<tr><td>GCC 28.3</td><td>The period of validity of the Warranty shall be: [insert number] days
For purposes of the Warranty, the place(s) of final destination(s) shall be:
[insert name(s) of location(s)]
Sample provision
GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,
or
(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (______).
[The rate should be higher than the adjustment rate used in the Bid evaluation under ITB 34.5 (f)]</td></tr>
<tr><td>GCC 28.5 & 28.6</td><td>The period for repair or replacement shall be: [insert number(s)] days.</td></tr>
<tr><td>GCC 33.4</td><td>If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.</td></tr>
</table>

Attachment: Price Adjustment Formula

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

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

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

$$a+b+c = 1$$

in which:

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

The Bidder shall indicate the source of the indices and the base date indices in its Bid. The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*
b= *[insert value of coefficient]*
c= *[insert value of coefficient]*

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

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

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

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

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

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

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

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

Section X - Contract Forms

Table of Forms

Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

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

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	[*insert name of successful Bidder*]
Address:	[*insert address of the successful Bidder*]
Contract price:	[*insert contract price of the successful Bid*]

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

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

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

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

4. **How to request a debriefing**

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

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

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

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

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

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

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

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

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

5. How to make a complaint

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

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

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

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

Agency: [*insert name of Purchaser*]

Email address: [*insert email address*]

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

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

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations)[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (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 bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

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

6. Standstill Period

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

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

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

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

On behalf of the Purchaser:

Signature: ______________________________

Name: ______________________________

Title/position: ______________________________

Telephone: ______________________________

Email: ______________________________

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder[1]*. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

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

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

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

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

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

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

Details of beneficial ownership

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

OR

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

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

OR

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

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

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. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** 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.

Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

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

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

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

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

Authorized Signature: ______________________________

Name and Title of Signatory: ______________________________

Name of Agency: ______________________________

Attachment: Contract Agreement

Contract Agreement

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

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

BETWEEN

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

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part:

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance

   (b) Letter of Bid - Technical Part

   (c) Letter of Bid - Financial Part

   (d) the Addenda Nos._____ (if any)

   (e) Special Conditions of Contract

   (f) General Conditions of Contract

   (g) the Specification (including Schedule of Requirements and Technical Specifications)

   (h) the completed Schedules (including Price Schedules)

   (i) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser:

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier:

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

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

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

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

---

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be 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.

____

[signature(s)]

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

guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond

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

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

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

(1) complete the Contract in accordance with its terms and conditions; or

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

(3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

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

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

SIGNED ON ___________________ on behalf of ___________________________________

By ______________________________ in the capacity of ___________________________

In the presence of ____

SIGNED ON ___________________ on behalf of ___________________________________

By ______________________________ in the capacity of ___________________________

In the presence of ____

Advance Payment Security

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]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

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

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

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

____

[signature(s)]

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

LIST OF HEALTH FCAILITIES

Cat-D Hospitals (CEmONC) List		
S:No	**Details of facility**	**District**
1	Cat-D Hospital Emergency Satellite	Peshawar
2	Cat-D Hospital Yaar Hussain	Swabi
3	Cat-D hospital Khan Pur	Haripur

BEmONC List		
S:No	**Details of facility**	**District**
1	Takht Abad	Peshawar
2	Patwar Bala	Peshawar
3	Kheshki	Nowshera
4	Khair Abad	Nowshera
1	RHC Kotha (Adjust in Near BHU)	Swabi
2	Civil Hospital Kab Ganai	Swabi
3	RHC Rehana	Haripur
4	RHC Kalinger	Haripur

54 Renovating Labor Rooms List		
S:No	**Details of facility**	**District**
1	BHU Budhai	Peshawar
2	BHU Urmar Miana	Peshawar
3	BHU Lala Kalley	Peshawar
4	BHU Pakha Ghulam	Peshawar
5	BHU jagra	Peshawar
6	BHU Dalazak	Peshawar
7	BHU Mashogagar	Peshawar
8	BHU Saeedabad	Peshawar
9	BHU Sango	Peshawar
10	BHU Sheikh Mohammadi	Peshawar
11	BHU Urmar Payan	Peshawar
12	BHU Budhni	Peshawar
13	BHU Faqir Kalley	Peshawar
14	BHU Masho Khel	Peshawar
15	BHU Phandu	Peshawar
16	BHU GulBela	Peshawar
17	BHU Nasir Bagh	Peshawar
18	BHU Barber Upazai	Peshawar
19	BHU Terai Payan	Peshawar
20	BHU Janakore	Peshawar
21	BHU Jogani	Peshawar
22	BHU Adina	SWABI
23	BHU Bachai	SWABI
24	BHU Dobian	SWABI
25	BHU Jahngira	SWABI
26	BHU Lahore East	SWABI
27	BHU Punjpir	SWABI
28	BHU Taraki	SWABI
29	BHU Chak Nodah	SWABI
30	BHU Baja	SWABI
31	BHU Gandaf	SWABI
32	BHU Gani Chatra	SWABI
33	BHU Manai	SWABI
34	BHU Mangol Chai	SWABI
35	BHU Miankali	SWABI
36	BHU Sadri Jadeed	SWABI
37	BHU Kotehra	Haripur
38	BHU Amgah	Haripur
39	BHU Gudwalian	Haripur
40	BHU Beer	Haripur
41	BHU Jattipind	Haripur

42	BHU Sikandarpur	Haripur
43	BHU Sarai Salah	Haripur
44	BHU Mang	Haripur
45	BHU Jab	Haripur
46	BHU Ghumawan	Haripur
	RHCs	
1	RHC Kohi Hasan khel	Peshawar
2	RHC Akbar pura	Nowshera
3	RHC Pirpai	Nowshera
4	RHC Kahi	Nowshera
5	RHC Beka	SWABI
6	RHC Jhanda	SWABI
7	RHC Kangra Colony	Haripur
8	RHC Halli	Haripur

18 Prefabricated Labor Rooms List		
S:No	**Detail of facility**	**District**
1	BHU Aman Kot	Nowshera
2	BHU Cheshmai	Nowshera
3	BHU Dagai	Nowshera
4	BHU Jehangera	Nowshera
5	BHU Pahari Katti Khel	Nowshera
6	BHU Spin Khak	Nowshera
7	BHU Gandari	Nowshera
8	BHU Pir Sabaq	Nowshera
9	BHU Wazir Garhi	Nowshera
10	BHU Rashakai	Nowshera
11	BHU Mughalkai	Nowshera
12	BHU Behram Kelay	Nowshera
13	BHU Manduri	Nowshera
14	BHU Mani	Nowshera
15	Mama Khel	Nowshera
16	Badrashi	Nowshera
17	BHU Mera Misri Banda	Nowshera
18	BHU Taro Jaba	Nowshera

Flood Affected Facilities Coordinates						
S: No	**District No**	**District**	**Consultant Recommendation**	**Facility Name**	**Category**	**Coordinates**
1		**Abbottabad**	**Renovation**	CD Khanna	CD	34.134264,73.309909
2				BHU Banda Pir Khan	BHU	34.245653,73.269767
3				BHU Kalu Maira	BHU	34.047456,73.09843
4	**2**	**Shangla**	**Renovation**	BHU Towa	BHU	34.80968,72.65208
5				CD Mian Kalay	CD	34.73929,72.68308
6				CD Ganshall	CD	34.56347,72.81134
7				BHU Shahlizara	BHU	34.99066,72.6389
8	**4**	**DI Khan**	**Renovation**	BHU Saggu	BHU	31.931782,70.882456
9				BHU Jabbar wala	BHU	31.972632,70.935712
10				BHU Budh	BHU	32.024356,70.676265
11				BHU Darabankhurd	BHU	31.69845,70.800552
12				BHU Marha	BHU	31.496518,70.746427
13				CD Roman Kot	CD	31.979584,70.82914
14				Type D Hospital Parova	Cat-D	31.55837,70.7644
15				BHU Shorkot	BHU	31.913493,70.877118
16	**5**	**Dir Lower**	**Renovation Work**	RHC Khal	RHC	34.890248,71.964808
17				RHC Gulabad	RHC	34.709932,72.041757
18				Cat D Hospital Talash	Cat-D	34.740504,71.861041
19				BHU Pingal	BHU	34.676283,71.794137
20				BHU Luqman Banda	BHU	34.949596,71.946222

21				BHU Otala	BHU	34.708448,71.785342
22	**6**	**Dir Upper**	**Renovation**	Category "C" Hospital Wari	Cat-C	34.995581,72.036212
23				RHC NehagBandi	RHC	35.047977,72.129245
24				RHC Sheringal	RHC	35.278028,72.005411
25				BHU Guwaldai	BHU	35.374031,72.123256
26				BHU Doag Dara	BHU	35.337196,71.974496
27				BHU Barikot	BHU	35.371909,72.147796
28				BHU Qulandi	BHU	35.270673,71.850362
29				BHU Dobando	BHU	35.2341,71.828064
30				BHU Hayagay	BHU	35.26725,71.941439
31				BHU Nasir Abad	BHU	34.983406,71.989082
32				BHU Daskor	BHU	35.012649,72.094312
33				BHU Darora	BHU	35.099276,71.988044
34				CD Beyar	CD	35.371909,72.147796
35				Category "D" Hospital Patrak	CaT-D	35.343147,72.05974
36	**7**	**Tank**	**Renovation**	SHC Daraki	SHC	32.31,70.596
37				BHU Mumraiz Pathan	BHU	32.108506,70.41396
38				BHU Kot Allah Dad	BHU	32.123858,70.461711
39				BHU Cheena	BHU	32.14957,70.556276
40				BHU Ranawal	BHU	32.189191,70.437174
41				BHU Chadhara	BHU	32.15801,70.352488
42				BHU Dabara	BHU	32.152893,70.259154

43				BHU Sheikh Sultan	BHU	32.119694,70.272924
44				BHU Kot Hakim	BHU	32.144,70.182
45				BHU CheesanKach	BHU	32.170423,70.3019
46				BHU Shah Alam	BHU	32.252749,70.424084
47				RHC Gul Imam	RHC	32.266853,70.524207
48				RHC Gomal Bazar	RHC	32.117156,70.154557
49				Type D Hospital Amma Khel	Cat-D	32.381307,70.518565
50	**8**	**Swat**	**Renovation**	BHU Mashkomai	BHU	34.927954,72.51561
51				BHU Bara Samai	BHU	34.941813,72.219636
52				BHU Rahatkot	BHU	35.079726,72.481201
53				RHC Devlai	RHC	34.857303,72.258787
54				BHU Islampur	BHU	34.71498,72.342378
55				BHU Odigram	BHU	34.749555,72.304317
56				BHU Tamgha	BHU	34.892503,72.275343
57				CD Parrow	CD	35.033859,72.336184
58				RHC Khazana	RHC	34.731681,72.170815
59				BHU Sher Palam	BHU	34.895988,72.407373
60				CD Nawa Kalay	CD	34.656912,72.168373
61	**9**	**Kolai Pala Kohistan**	**Renovation**	TBC Ghazi Abad	TBC	35.102006,73.002218
62	**10**	**Chitral Upper**	**Renovation**	BHU Khoth	BHU	36.501806,72.473369
63				CD Kushum	CD	36.317262,72.279195
64	**12**	**Chitral Lower**	**Renovation**	BHU Nagar	BHU	35.48029,71.740944

65				BHU Tar (Shishikoh)	BHU	35.638785,71.888631
66				RHC Kaghuzi	RHC	35.943376,71.936713
67				BHU Moroi	BHU	36.016093,72.005795
68				BHU Bumborate	BHU	35.693175,71.673503
69				BHU Shoghore	BHU	36.015417,71.762647
70				CD Pursat(Shishikoh)	CD	35.603052,71.86247
71				BHU Kesu	BHU	35.629087,71.79319
72				BHU Goboor	BHU	36.05239,71.387878
73	**13**	**Karak**	**Renovation**	BHU Mona Khel	BHU	32.914221,70.97794
74				BHU Makoori	BHU	33.294201,71.205944
75				BHU Khurram	BHU	33.214776,71.052386
76				BHU Shamshaki	BHU	33.130589,71.408953
77				BHU Kando Khel	BHU	33.072073,71.239194
78				BHU EsakChountra	BHU	33.13292,71.233051
79				BHU Ghundi Mir Khan Khel	BHU	33.125374,71.288552
80				RHC Shanawa Gudikhel	RHC	32.792274,71.059173
81				CH Terri	CH	33.295852,71.098719
82				Type C Hospital City Karak	Cat-C	33.127389,71.153397
83				DHO office Karak Cat-C	Cat-C	33.110513,71.091483
84	**15**	**Lakki Marwat**	**Renovation**	BHU Hati Khan Langer Khel	BHU	32.508384,70.965006
85				CD Kheru Khel	CD	32.523934,70.604576
86				BHU Abdul Khel	BHU	32.403343,70.916947

87				BHU Shahbaz Khel	BHU	32.402322,70.75008
88				CHC Nadar Khan Farid khel	CHC	32.610376,70.504879
89				Cat D Hospital Titter Khel	Cat-D	32.504732,70.736226