



**ELECTRICIDADE
DE MOÇAMBIQUE, E.P.**

Electricidade de Moçambique, E.P

BIDDING DOCUMENT

For Procurement of Goods

RFB No: MZ-EDM-228071-GO-RFB

**Supply of Distribution Transformers; Cable and Conductors; Insulators; Distribution Boards;
Ready Boards and Pole Top Boxes**

Mozambique Energy for All Project

PROENERGIA

Date of Issue: May, 2021

Section I. Instructions to Bidders

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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 decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

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

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

4. Eligible Bidders

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

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or 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, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time

as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
 - (a) relates to fraud or corruption; and
 - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" 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 (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

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

furnish with its Bid all information or documentation as is required by the bidding document.

7. Clarification of Bidding Document

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

8. Amendment of Bidding Document

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

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

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

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

**11. Documents
Comprising the
Bid**

- 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
 - (b) **Price Schedules:** completed in accordance with ITB 12 and ITB 14;
 - (c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;
 - (d) **Alternative Bid:** if permissible, in accordance with ITB 13;
 - (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
 - (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
 - (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
 - (i) **Conformity:** documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and
 - (j) any other document required **in the BDS.**
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid and
Price Schedules**

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

- 13. Alternative Bids** 13.1. Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms 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 from the named place of destination 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, 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, included in Section IV, Bidding Forms.

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

- (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;
- (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**18. Period of Validity
of Bids**

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

18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder

granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

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

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

19. Bid Security

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

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

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

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

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

(28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 46.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a Performance Security in accordance with ITB 46.
- 19.8. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a Bid Security is **not required in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

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

**20. Format and
Signing of Bid**

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

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

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
- (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - i. in an envelope marked “ORIGINAL -ALTERNATIVE”, the alternative Bid; and
 - ii. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2. The inner and outer envelopes, shall:

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

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

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 22. Any Bid received by the Purchaser after the deadline for

submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

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

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

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

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

25. Bid Opening

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

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

25.3. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be

opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

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

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with

the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.

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

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

27. Clarification of Bids

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

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

28. Deviations, Reservations, and Omissions

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

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

29. Determination of Responsiveness

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

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

- (a) if accepted, would:

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

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

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

30. Nonconformities, Errors and Omissions

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

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

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

31. Correction of Arithmetical Errors

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

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

- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency**
 - 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.
- 33. Margin of Preference**
 - 33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids**
 - 34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
 - (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
 - 34.2 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and

- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 34.5 The Purchaser's evaluation of a Bid will 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.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).
- 35. Comparison of Bids**
- 35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 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.

36. Abnormally Low Bids

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

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

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

37. Qualification of the Bidder

37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

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

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

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

- 39. Standstill Period** 39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 40. Notification of Intention to Award** 40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the 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.

F. Award of Contract

- 41. Award Criteria** 41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 42. Purchaser's Right to Vary Quantities at Time of Award** 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.
- 43. Notification of Award** 43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 39.1 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”).

43.2 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 45.1.

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43.3 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.

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

44. Debriefing by the Purchaser

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

44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for

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

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

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

45. Signing of Contract

45.1 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.

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

45.3 Notwithstanding ITB 45.2 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 Contract 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.

46. Performance Security

- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. 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.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Procurement Related Complaint

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

Section II. Bid Data Sheet

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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.

A. General	
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: MZ-EDM-228071-GO-RFB</p> <p>The Purchaser is: <i>Electricidade de Moçambique, E.P.</i></p> <p>The name of the RFB is: “Supply of Distribution Transformers; Cable and Conductors; Insulators; Distribution Boards; Ready Boards and Pole Top Boxes for Mozambique Energy For All Project (ProEnergia)”</p> <p>The number and identification of Packages (contracts) comprising this RFB is:</p> <p style="padding-left: 40px;">Package A: Supply of 165 Distribution Transformers</p> <p style="padding-left: 40px;">Package B: Supply of 6500 Km of AB Cable and 269 Km of Conductor</p> <p style="padding-left: 40px;">Package C: Supply of 5571 Line post Insulators and 700 Tension Insulators</p> <p style="padding-left: 40px;">Package D: Supply of 165 Low voltage Distribution Boards</p> <p style="padding-left: 40px;">Package E: Supply of 19327 Ready Boards and 56710 Pole Top Boxes</p> <p>The Bidder may bid for one or more Packages</p>
ITB 2.1	<p>The Borrower is: The Government of Mozambique</p> <p>Loan or Financing Agreement amount: Grant (152 MUSD)</p> <p>The name of the Project is: “Mozambique Energy For All Project (ProEnergia)”</p>
ITB 4.1	<p>Maximum number of members in the Joint Venture (JV) shall be: two</p> <p>All members in the JV shall be jointly and severally liable for the execution of the Contract.</p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr.</p>
B. Contents of Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Purchaser’s address is:</p> <p><i>Electricidade de Moçambique, E.P.</i></p> <p><i>Direcção de Energia Social (DES)</i></p> <p><i>Address: Filipe Samuel Magaia Av., Nr. 368</i></p> <p><i>Floor: 1st</i></p> <p><i>City: Maputo</i></p> <p><i>Country: Mozambique</i></p> <p>E-mail: procurement.proenergia@edm.co.mz</p> <p>All requests for clarification should be received in writing not later than 15 calendar days before the Deadline for Bid Submission.</p>

	<p>In order to facilitate the process of preparation of responses, all requests for clarification must be received via e-mail in Word and/or Excel format in a form of a table, consecutively numbered and with reference to the relevant section of the Request for Bid Document.</p> <p>Replies to clarifications requested by bidders and Amendments to Bid Documents if any will not be emailed directly to bidders. All responses to clarifications and amendments will be posted in the above linked file on the EDM website and bidders are solely responsible for monitoring the website during the bidding process for all notifications with respect to this RFB.</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the bid is: English</p> <p>All correspondence exchange shall be in English.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its Bid for each Lot:</p> <ul style="list-style-type: none"> • Manufacturer's authorization in case the bidder is not a manufacturer • Technical Particulars/characteristics duly completed and signed by the manufacturer as per Annex A (Guarantee Technical Particulars) of the Technical Specifications. • Manufacturers shall have ISO 9001:2008 or equivalent quality assurance certificate. A copy of such certificate shall be submitted with the bid. • Type Tests certificates from accredited Laboratories as required in the Technical Specifications and Post Qualifications • The accreditation certificate for the testing lab to ISO/IEC 17025 • Additional information such as brochures/catalogues/drawings and any other describing in detail the proposed items. • The Manufacturer's Declaration of Conformity to reference standards. • Statement of compliance to tender specifications (indicate deviations if any and supporting documents in the bid) • Documentary Evidence indicating the Bidder's Supplies record as stipulated in Section III of the Evaluation criteria, 3.1 Post Qualification Requirements
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	Prices quoted for each lot (contract) shall correspond at least to 100 percent of the items specified for each lot (contract).
ITB 14.7	The Incoterms edition is: 2010 edition.
ITB 14.8 (b)(i) and (c)(v)	<p>Place of Destination:</p> <p>Package A – Distribution Transformers): CIP DRCM (Direcção Regional da cidade de e Maputo); CIP DRPM (Direcção Regional da Provincia de Maputo; CIP DMOC (Delegação de Mocuba); CIP DNPL (Delegação de Nampula); CIP DNCL</p>

	<p>(Delegação de Nacala); CIP DANG (Delegação de Angoche); CIP DLIC (Delegação de Lichinga); CIP DCUA (Delegação de Cuamba); CIP DPE (Delegação de Pemba).</p> <p>Package B – Cables and Conductors: CIP DRCM (Direcção Regional da cidade de e Maputo); CIP DRPM (Direcção Regional da Provincia de Maputo; CIP DCHK (Delegação de Chokwe); CIP DXX (Delegação de Xai-Xai); CIP DBE (Delegação Da Beira; CIP DCHI (Delegação de Chimoio); CIP DTT (Delegação de Tete); CIP DQue (delegação de Quelimane) ;CIP DMOC (Delegação de Mocuba); CIP DNPL (Delegação de Nampula); CIP DNCL (Delegação de Nacala); CIP DANG (Delegação de Angoche); CIP DLIC (Delegação de Lichinga); CIP DCUA (Delegação de Cuamba); CIP DPE (Delegação de Pemba).</p> <p>Package C - Insulators: CIP DRCM (Direcção Regional da cidade de e Maputo); CIP DRPM (Direcção Regional da Provincia de Maputo; CIP DMOC (Delegação de Mocuba); CIP DNPL (Delegação de Nampula); CIP DNCL (Delegação de Nacala); CIP DANG (Delegação de Angoche); CIP DLIC (Delegação de Lichinga); CIP DCUA (Delegação de Cuamba); CIP DPE (Delegação de Pemba).</p> <p>Package D - Low Voltage Distribution Boards: CIP DRCM (Direcção Regional da cidade de e Maputo); CIP DRPM (Direcção Regional da Provincia de Maputo; CIP DMOC (Delegação de Mocuba); CIP DNPL (Delegação de Nampula); CIP DNCL (Delegação de Nacala); CIP DANG (Delegação de Angoche); CIP DLIC (Delegação de Lichinga); CIP DCUA (Delegação de Cuamba); CIP DPE (Delegação de Pemba).</p> <p>Package E - Ready Boards and Pole Top Boxes: CIP DRCM (Direcção Regional da cidade de e Maputo); CIP DRPM (Direcção Regional da Provincia de Maputo; CIP DMOC (Delegação de Mocuba); CIP DNPL (Delegação de Nampula); CIP DNCL (Delegação de Nacala); CIP DANG (Delegação de Angoche); CIP DLIC (Delegação de Lichinga); CIP DCUA (Delegação de Cuamba); CIP DPE (Delegação de Pemba).</p>
<p>ITB 14.8 (a)(iii), (b)(ii) and (c)(v)</p>	<p>Final Destination (Project Sites including off-loading):</p> <p>Package A – Distribution Transformers:</p> <p>DRCM (Direcção Regional da cidade de e Maputo)</p> <p>DRPM (Direcção Regional da Provincia de Maputo)</p> <p>DMOC (Delegação de Mocuba)</p> <p>DNPL (Delegação de Nampula)</p> <p>DNCL (Delegação de Nacala)</p> <p>DANG (Delegação de Angoche)</p> <p>DLIC (Delegação de Lichinga)</p> <p>DCUA (Delegação de Cuamba)</p> <p>DPE (Delegação de Pemba)</p> <p>Package B – Cables and Conductors:</p>

<p>DRCM (Direcção Regional da cidade de e Maputo)</p> <p>DRPM (Direcção Regional da Provincia de Maputo)</p> <p>DCHK (Delegação de Chokwe)</p> <p>DXX (Delegação de Xai-Xai)</p> <p>DBE (Delegação da Beira)</p> <p>DCHI (Delegação de Chimoio)</p> <p>DTT (Delegação de Tete)</p> <p>DQue (delegação de Quelimane)</p> <p>DMOC (Delegação de Mocuba)</p> <p>DNPL (Delegação de Nampula)</p> <p>DNCL (Delegação de Nacala)</p> <p>DANG (Delegação de Angoche)</p> <p>DLIC (Delegação de Lichinga)</p> <p>DCUA (Delegação de Cuamba)</p> <p>DPE (Delegação de Pemba)</p> <p>Package C – Insulators</p> <p>DRCM (Direcção Regional da cidade de e Maputo)</p> <p>DRPM (Direcção Regional da Provincia de Maputo)</p> <p>DMOC (Delegação de Mocuba)</p> <p>DNPL (Delegação de Nampula)</p> <p>DNCL (Delegação de Nacala)</p> <p>DANG (Delegação de Angoche)</p> <p>DLIC (Delegação de Lichinga)</p> <p>DCUA (Delegação de Cuamba)</p> <p>DPE (Delegação de Pemba)</p> <p>Package D – Low Voltage Distribution Boards:</p> <p>DRCM (Direcção Regional da cidade de e Maputo)</p> <p>DRPM (Direcção Regional da Provincia de Maputo)</p> <p>DMOC (Delegação de Mocuba)</p> <p>DNPL (Delegação de Nampula)</p> <p>DNCL (Delegação de Nacala)</p> <p>DANG (Delegação de Angoche)</p> <p>DLIC (Delegação de Lichinga)</p> <p>DCUA (Delegação de Cuamba)</p>

	<p>DPE (Delegação de Pemba)</p> <p>Package E – Ready Boards and Pole Top Boxes</p> <p>DRCM (Direcção Regional da cidade de e Maputo)</p> <p>DRPM (Direcção Regional da Provincia de Maputo)</p> <p>DMOC (Delegação de Mocuba)</p> <p>DNPL (Delegação de Nampula)</p> <p>DNCL (Delegação de Nacala)</p> <p>DANG (Delegação de Angoche)</p> <p>DLIC (Delegação de Lichinga)</p> <p>DCUA (Delegação de Cuamba)</p> <p>DPE (Delegação de Pemba)</p> <p>The goods/materials have to be delivered to the installation contractor's warehouses, which are located in the same area (town /Province) of the EDM Warehouses as indicated in the price schedules. Adequate means for offloading must be considered.</p>
ITB 15.1	The Bidder is not required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): N/A
ITB 17.2 (a)	Manufactures Authorization is required
ITB 17.2 (b)	Not Applicable
ITB 18.1	The bid validity period shall be 120 days.
ITB 18.3 (a)	The Bid price shall not be adjusted.
ITB 19.1	<p>A Bid Security is Required</p> <p>The Bidder shall include a Bid Security in Form included in Section IV Bidding Forms.</p> <p>The amount of the bid security shall be in USD or an equivalent amount in a freely convertible currency as given below:</p> <ul style="list-style-type: none"> • Package A – Distribution Transformers -10.000,00 USD • Package B – Cables and Conductors - 80.000,00 USD • Package C – Insulators - 3,000.00 USD • Package D - Low Voltage Distribution Boards - 2.000,00 USD • Package E – Ready Boards and Pole Top Boxes - 50,000.00 USD

ITB 19.3 (d)	Other types of acceptable securities: Not acceptable
ITB 20.1	In addition to the original of the Bid, the number of copies is: 02
ITB 20.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>Power of Attorney in which both the authorized and authorizing person shall sign.</p> <p>Documentary evidence proving that the authorizing person is the legally recognized representative of the Bidder (such as business registration certificate, company chapters, etc.).</p>
D. Submission and Opening of Bids	
ITB 22.1	<p>For <u>Bid submission purposes</u> only, the Purchaser's address is:</p> <p><u>Attention: Mr. Daniel Guambe</u> <i>Direcção de Electrificação e Projectos (DEP)</i> <i>Street Address: Filipe Samuel Magaia Av., Nr 368</i> <i>Floor/ Room Number: 1st</i> <i>City: Maputo</i> <i>Country: Mozambique</i></p> <p>Each hardcopy for the Purchaser and Consultant should be complemented by 2 (two) memory stick with electronic copies of the submitted Bid documents. Price Schedules shall be submitted in editable excel format, technical descriptions in MS Word format and any brochures, drawings and sketches in PDF Acrobat format. In case of any discrepancy between the hard copy and memory stick, the text and information in the hard copy shall prevail.</p> <p>The Bidder shall enclose the original and all copies of the bid per lot, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "COPY 1" and "COPY 2" and a soft copy (Memory Stick).</p> <p>It is strongly recommended to organize the bids in the following way:</p> <ol style="list-style-type: none"> 1. Table of Content of all documents required as stated under ITB 21.1 2. Separators shall be used between the sections as stated under 1. 3. The organization of both soft copy and hard copy shall follow the sequence of all documents as stated under ITB 21.1. 4. The soft copy shall be organized in a way with separate files for each chapter of the technical and the financial proposal. <p>These inner envelopes containing the original and the copies shall then be enclosed in one single Outer envelope.</p> <p>The deadline for Bid submission is: Date: 22nd July, 2021</p>

	<p>Time: 2:00 PM Maputo Time</p> <p>Bidders shall not have the option of submitting their Bids electronically</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p><i>Electricidade de Moçambique, E.P</i></p> <p><i>Direcção de Electrificação e Projectos (DEP)</i></p> <p><i>Street Address: Filipe Samuel Magaia Av., Nr 368</i></p> <p><i>Floor/ Room Number: 1st</i></p> <p><i>City: Maputo</i></p> <p><i>Country: Mozambique</i></p> <p>Date: 22nd July, 2021</p> <p>Time: 2:00 PM Maputo time</p>
ITB 25.6	The Letter of Bid and Price Schedules shall be initialed by two (2) representatives of the Purchaser conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 30.3	The adjustment shall be based on the “ highest ” price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: USD</p> <p>The source of exchange rate shall be: The Central Bank of Mozambique</p> <p>The date for the exchange rate shall be: The Central Bank of Mozambique Selling Rate 15 days before the closing date of submission of bids.</p>
ITB 33.1	A margin of domestic preference shall not apply.
ITB 34.2 (a)	<p>Evaluation will be done for Lots</p> <p>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the highest price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison</p>
ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: No</p> <p>(b) Deviation in payment schedule: No</p> <p>(c) the cost of major replacement components, mandatory spare parts, and service: No</p>

	<p>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: No</p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment: No</p> <p>(f) the performance and productivity of the equipment offered: Yes, for Distribution Transformers.</p>
F. Award of Contract	
ITB 42	<p>The maximum percentage by which quantities may be increased is: 20%</p> <p>The maximum percentage by which quantities may be decreased is: 20%</p>
ITB 45.1	The successful Bidder Shall submit the Beneficial Ownership Disclosure Form.
ITB 47.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: <i>Mr. Silvio Nurmahomed</i></p> <p style="padding-left: 40px;">Title/position: <i>Project Manager</i></p> <p style="padding-left: 40px;">Purchaser: <i>Electricidade de Moçambique, Av. Filipe Samuel Magaia, No. 368, 1 Andar, CP 2532, Maputo, Mozambique</i></p> <p style="padding-left: 40px;">Email address: procurement@proenergia@edm.co.mz</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Purchaser's decision to award the contract.

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate bids and qualify Bidders. No other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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1. Margin of Preference (ITB 33)

Not applicable

2. Evaluation (ITB 34)

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

Unless otherwise specified in this tender document, all criteria listed in this Section are applicable lot wise.

2.1. Evaluation Criteria (ITB 34.6)

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

- (g) **Delivery schedule. (as per Inco terms specified in the BDS)**
 - 2. The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the latest delivery date, both dates inclusive) specified in **Section VII, Schedule of Requirements** Bids offering delivery after the specified latest delivery date shall be treated as non-responsive.
- (h) **Deviation in payment schedule.**
Not allowed
- (i) **The cost of major replacement component, mandatory spare parts, and service:**
Not applicable
- (j) **The availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the Bid:**
Not Applicable
- (k) **Life cycle costs: the costs during the life of the goods or equipment**
Not applicable
- (l) **The performance and productivity of the equipment offered (for Distribution Transformers only):**

For the evaluation of the performance and productivity of the equipment offered, shall be as particularly specified in Employer's Requirement and **should be met in full.**

33/0.4KV, 75 KVA	
Max. No-load losses	225 W
Max. Load losses	1160 W
Maximum Noise level	49 dB(A) (at 0.3m)

Table 3.1 Acceptable Maximum Losses Values at 75°C.

(m) Functional Guarantees of the facilities (for distribution transformers only)

If the actual losses (measured during testing) exceed the stated guaranteed losses, in the technical data sheets, but within the acceptable losses values in the 3.2 above, the supplier has to pay penalty to the Employer. The following amount will be deducted from the contract price:

a= cost/kW of no-load losses

a=8.600 USD/kW (Eight Thousand Six Hundred) for distribution transformers

b= cost/kW of load losses

b=4.500 USD/kW (Four Thousand Five Hundred for distribution transformers

It is thereby understood that the values of 0,5 kW and above will be rounded up to the next full kW.

The Purchaser shall have the right to reject any transformer if the actual values measured during FAT are in excess of the guaranteed values by more than the margins specified hereunder (including the tolerances in table 3.2 below):

No-load losses	+ 10%
Load losses (forced cooling)	+ 10%
Total losses	+ 10%
Noise level	+ 3 dB(A)
Temperature rise limit	+ 1.0 K
Short Circuit Impedance	-5 % / +10%

Table 3.2. Acceptable Tolerances

For all of the other values the margins stated in IEC standards are applicable, unless specified otherwise elsewhere in these Specifications.

2.2. Multiple Contracts (ITB 34.4)

Multiple contracts shall be allowed.

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

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

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;

- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.

3. Qualification (ITB 37)

3.1 Post qualification Requirements

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

(a) If the Bidder is Manufacturer:

(i) Financial Capability

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

- a) Historical financial performance; by Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last five (5) years to demonstrate the current soundness of the bidder's financial position and its prospective long term profitability.

In the event of joint venture, each party must meet this requirement.

- b) The minimum annual turnover (each year) as indicated on the table below which is Calculated as total certified payments received for contracts in progress or completed, within the last five (5) years shall not be less than

Package No.	Minimum Average Annual Turnover (USD) Million
Description	
Package A – Distribution Transformers -10.000,00 USD	1
Package B – Cables and Conductors - 80.000,00 USD	9
Package C – Insulators - 3,000.00 USD	0.4
Package D - Low Voltage Distribution Boards - 2.000,00 USD	0.25
Package E – Ready Boards and Pole Top Boxes - 50,000.00 USD	6

In the event of a joint venture, all parties combined must meet this requirement.

(ii) Experience and Technical Capacity

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

- (a) The Bidder should have designed, manufactured, tested and supplied in any two years similar quantities (as defined below paragraphs) in the last ten (10) years. The same should have been in satisfactory operation for at least one years as on the date of bid opening”.

Detailed requirements of similar contract are as follows:

(i) Package A-Distribution Transformers – 165 nos in a year

(ii) Package B - 6500 Km of AB Cable and 269 Km of Conductor in a year

(iii) Package C - Insulators - 5571 Line post Insulators and 700 Tension Insulators in a year

(iv) Package D - Low voltage Dstribution Boards - 165 Low voltage Distribution Boards in a year

(v) Package E - Ready Boards and Pole Top Boxes - 19327 Ready Boards and 56710 Pole Top Boxes in a year

- (b) The Bidder shall have minimum of 10 (ten) years’ experience in design, manufacture and supply of the goods. The Bidder shall furnish documentary evidence to demonstrate that it has supplied similar goods during the last ten years. In the event of joint venture, the party who will supply goods must meet this requirement.
- (c) The Bidder shall submit the type tests reports and certificates from an accredited laboratory based on ISO / IEC Guide 25 / 17025 and the test reports submitted shall be of the tests conducted within last 7 (seven) years prior to the date of bid opening. In the event of a joint venture the party who will supply goods must meet this requirement.
- (a) Quality Management Systems: Demonstration of being certified ISO 9001 or equal.
- (b) Health, Safety and Environmental Management Manual and/or Certification according to OHSAS 18001 or similar (Occupational Health and Safety Assessment Series).

(iii) Documentary Evidence

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- The same should have been in satisfactory operation for at least one year as on the date of bid opening .

(b) If Bidder is not manufacturer:

- (i) If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (ii) and in addition the Bidder shall demonstrate (i) and it has successfully completed at least 50 % of the quantities in any one year of similar goods in the past ten years.

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Letter of Bid

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

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

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

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

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

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

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

Package No.:

Lot No.:

To: *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:
 3. Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;Or
 4. Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- (f) **Discounts:** The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*

- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (i) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
- (l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

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

- (m) **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;
- (n) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

Bidder Information Form

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

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

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

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

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1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • 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. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

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 Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

- The price schedules are divided into separate schedules as follows:

Package A – Distribution Transformers

Schedule No. 1. Goods Manufactured Outside the Purchaser's Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser's Country

Schedule No. 3, Package A: Grand Summary

Package B – Cables and Conductors

Schedule No. 1. Goods Manufactured Outside the Purchaser's Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser's Country

Schedule No. 3, Package B: Grand Summary

Package C - Insulators

Schedule No. 1. Goods Manufactured Outside the Purchaser's Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser's Country

Schedule No. 3, Package C: Grand Summary

Package D - Distribution Boards

Schedule No. 1. Goods Manufactured Outside the Purchaser's Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser's Country

Schedule No. 3, Package D: Grand Summary

Package E – Ready Boards and Pole Top Boxes

Schedule No. 1. Goods Manufactured Outside the Purchaser's Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser's Country

Schedule No. 3, Package E: Grand Summary

A soft copy of the price Schedules in Excel Format is attached in Annex 1

Price Schedule 1, Package A – Distribution Transformers: Goods Manufactured Outside the Purchaser’s Country, to be Imported

Date: _____ Currencies in accordance with ITB 15 RFB No.: MZ-EDM-228071-GO-RFB								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit [pcs]	Unit price cip in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of three phase of 33 / 0.4 kV, 75 kVA distribution transformer, complete with all accessories as specified in Specifications			60			DRCM(Direcção Regional da cidade de Maputo)	
2				26			DRPM(Direcção Regional da Provincia de Maputo)	
3				16			DMOC (Delegacao de Mocuba)	
4				17			DNPL (Delegação de Nampula)	
5				18			DNCL(Delegação de Nacala)	
6				6			DANG(Delegação de Angoche)	
7				10			DLIC(Delegação de Lichinga)	
8				6			DCUA(Delegação de Cuamba)	
9				6			DPE(Delegação de Pemba)	
10		Factory Acceptance Test						
Total Price								

Name of Bidder Signature of Bidder Date

Price Schedule 2, Package A – Distribution Transformers: Goods Manufactured within the Purchaser’s Country

Date: _____								
Currencies in accordance with ITB 15								
RFB No.: MZ-EDM-228071-GO-RFB								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit [pcs]	Unit price EXW in accordance with ITB 14.8(b)(i)	Total EXW price per line item (Col. 5X6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of three phase of 33 / 0.4 kV, 75 kVA distribution transformer, complete with all accessories as specified in Specifications			60			DRCM(Direcção Regional da Cidade de Maputo)	
2				26			DRPM(Direcção Regional da Provincia de Maputo)	
3				16			DMOC (Delegacao de Mocuba)	
4				17			DNPL (Delegação de Nampula)	
5				18			DNCL(Delegação de Nacala)	
6				6			DANG(Delegação de Angoche)	
7				10			DLIC(Delegação de Lichinga)	
8				6			DCUA(Delegação de Cuamba)	
9				6			DPE(Delegação de Pemba)	
10		Factory Acceptance Test						
							Total Price	

Name of Bidder Signature of Bidder Date

Price Schedule No. 3, Package A – Distribution Transformers: Grand Summary

Package /Price	Price Schedule 1	Price Schedule 2	Amount
PACKAGE A -Distribution Transformers			
Grand Total			

Price Schedule 1, Package B – Cables and Conductors: Goods Manufactured Outside the Purchaser’s Country, to be Imported

				Date:				
				Currencies in accordance with ITB 15				
				RFB No: MZ-EDM-228071-GO-RFB				
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit [km]	Unit price CIP in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of conductor AAAC - Mulberry			36			DRCM (Direcção Regional da Cidade de Maputo)	
2	Supply of LV-ABC 4x50+25 mm²			169				
3	Supply of LV-ABC 2x10 mm²			278				
4	Supply of LV-ABC 4x16 mm²			38				
5	Supply of conductor AAAC - Mulberry			47			DRPM (Direcção Regional da Provincia de Maputo)	
6	Supply of LV-ABC 4x50+25 mm²			26				
7	Supply of LV-ABC 2x10 mm²			1825				
8	Supply of LV-ABC 4x16 mm²			2.5				
9	Supply of LV-ABC 2x10 mm²			25			DCHK (Delegação de Chokwé)	
10	Supply of LV-ABC 2x10 mm²			25			DXX (Delegação de Xai-Xai)	
11	Supply of LV-ABC 2x10 mm²			70			DBE (Delegação da Beira)	
12	Supply of LV-ABC 2x10 mm²			120			DCHI (Delegação de Chimoio)	
13	Supply of LV-ABC 2x10 mm²			124			DTT (Delegação de Tete)	
14	Supply of LV-ABC 2x10 mm²			89			DQUE (Delegação de Quelimane)	
15	Supply of conductor AAAC - Mulberry			53			DMOC (Delegação de Mocuba)	
16	Supply of LV-ABC 4x50+25mm²			16				
17	Supply of LV-ABC 2x10 mm²			936				
18	Supply of LV-ABC 4x16 mm²			2				

19	Supply of conductor AAAC - Mulberry			56			DNPL (Delegação de Nampula)	
20	Supply of LV-ABC 4x50+25 mm ²			17				
21	Supply of LV-ABC 2x10 mm ²			644				
22	Supply of LV-ABC 4x16 mm ²			2				
23	Supply of conductor AAAC - Mulberry			60			DNCL (Delegação de Nacala)	
24	Supply of LV-ABC 4x50+25 mm ²			18				
25	Supply of LV-ABC 2x10 mm ²			1563				
26	Supply of LV-ABC 4x16 mm ²			2				
27	Supply of conductor AAAC - Mulberry			20			DANG (Delegação de Angoche)	
28	Supply of LV-ABC 4x50+25 mm ²			6				
29	Supply of LV-ABC 2x10 mm ²			595				
30	Supply of LV-ABC 4x16 mm ²			1				
31	Supply of conductor AAAC - Mulberry			33			DLIC (Delegação de Lichinga)	
32	Supply of LV-ABC 4x50+25 mm ²			10				
33	Supply of LV-ABC 2x10 mm ²			1208				
34	Supply of LV-ABC 4x16 mm ²			1				
35	Supply of conductor AAAC - Mulberry			20			DCUA (Delegação de Cuamba)	
36	Supply of LV-ABC 4x50+25 mm ²			6				
37	Supply of LV-ABC 2x10 mm ²			174				
38	Supply of LV-ABC 4x16 mm ²			1				
39	Supply of conductor AAAC - Mulberry			20			DPE (Delegação de Pemba)	
40	Supply of LV-ABC 4x50+25 mm ²			6				
41	Supply of LV-ABC 2x10 mm ²			1670				
42	Supply of LV-ABC 4x16 mm ²			1				
43	Factory Acceptance Test							
							Total Price	

Price Schedule 2, Package B – Cables and Conductors: Goods Manufactured within the Purchaser’s Country

				Date:				
				Currencies in accordance with ITB 15				
				RFB No: MZ-EDM-228071-GO-RFB				
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit [km]	Unit price EXW	Total EXW price per line item (Col. 5X6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of conductor AAAC - Mulberry			36			DRCM (Direcção Regional da Cidade de Maputo)	
2	Supply of LV-ABC 4x50+25 mm²			169				
3	Supply of LV-ABC 2x10 mm²			278				
4	Supply of LV-ABC 4x16 mm²			38				
5	Supply of conductor AAAC - Mulberry			47			DRPM (Direcção Regional da Provincia de Maputo)	
6	Supply of LV-ABC 4x50+25 mm²			26				
7	Supply of LV-ABC 2x10 mm²			1825				
8	Supply of LV-ABC 4x16 mm²			2.5				
9	Supply of LV-ABC 2x10 mm²			25			DCHK (Delegação de Chokwé)	
10	Supply of LV-ABC 2x10 mm²			25			DXX (Delegação de Xai-Xai)	
11	Supply of LV-ABC 2x10 mm²			70			DBE (Delegação da Beira)	
12	Supply of LV-ABC 2x10 mm²			120			DCHI (Delegação de Chimoio)	
13	Supply of LV-ABC 2x10 mm²			124			DTT (Delegação de Tete)	
14	Supply of LV-ABC 2x10 mm²			89			DQUE (Delegação de Quelimane)	
15	Supply of conductor AAAC - Mulberry			53			DMOC (Delegação de Mocuba)	
16	Supply of LV-ABC 4x50+25mm²			16				
17	Supply of LV-ABC 2x10 mm²			936				
18	Supply of LV-ABC 4x16 mm²			2				

19	Supply of conductor AAAC - Mulberry			56			
20	Supply of LV-ABC 4x50+25 mm ²			17			
21	Supply of LV-ABC 2x10 mm ²			644			
22	Supply of LV-ABC 4x16 mm ²			2			
23	Supply of conductor AAAC - Mulberry			60			
24	Supply of LV-ABC 4x50+25 mm ²			18			
25	Supply of LV-ABC 2x10 mm ²			1563			
26	Supply of LV-ABC 4x16 mm ²			2			
27	Supply of conductor AAAC - Mulberry			20			
28	Supply of LV-ABC 4x50+25 mm ²			6			
29	Supply of LV-ABC 2x10 mm ²			595			
30	Supply of LV-ABC 4x16 mm ²			1			
31	Supply of conductor AAAC - Mulberry			33			
32	Supply of LV-ABC 4x50+25 mm ²			10			
33	Supply of LV-ABC 2x10 mm ²			1208			
34	Supply of LV-ABC 4x16 mm ²			1			
35	Supply of conductor AAAC - Mulberry			20			
36	Supply of LV-ABC 4x50+25 mm ²			6			
37	Supply of LV-ABC 2x10 mm ²			174			
38	Supply of LV-ABC 4x16 mm ²			1			
39	Supply of conductor AAAC - Mulberry			20			
40	Supply of LV-ABC 4x50+25 mm ²			6			
41	Supply of LV-ABC 2x10 mm ²			1670			
42	Supply of LV-ABC 4x16 mm ²			1			
43	Factory Acceptance Test						
							Total Price

Price Schedule No. 3, Package B – Cables and Conductors: Grand Summary

LOT Package /Price	Price Schedule 1	Price Schedule 2	Total
LOT 1 - PACKAGE B : Cables and Conductors			
Grand Total			

Price Schedule 1, Package C - Insulators: Goods Manufactured Outside the Purchaser's Country, to be Imported

				Date:				
				Currencies in accordance with ITB 15				
				RFB No: MZ-EDM-228071-GO-RFB				
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of 33 kV, Line Post Insulator, 12.5kN complete with all necessary hardware's and fittings as specified in Specifications			1410			DRCM(Direcção Regional da cidade de Maputo)	
2				741			DRPM(Direcção Regional da Provincia de Maputo)	
3				660			DMOC (Delegação de Mocuba)	
4				702			DNPL(Delegação de Nampula)	
5				741			DNCL (Delegação de Nacala)	
6				282			DANG (delegação de Angoche)	
7				471			DLIC (Delegação de Lichinga)	
8				282			DCUA (Delegação de Cuamba)	
9				282			DPE (Delegação de Pemba)	
10	Supply of 33 kV Tension Insulator Assembly Complete (Including Composite Long Rod Insulator, Pistol Strain Clamp 3 bolt, 70kN, with "D" Shackle as specified in Specifications			120			DRCM(Direcção Regional da cidade de Maputo)	
11				156			DRPM(Direcção Regional da Provincia de Maputo)	
12				48			DMOC (Delegação de Mocuba)	
13				102			DNPL(Delegação de Nampula)	
14				108			DNCL (Delegação de Nacala)	
15				36			DANG (delegação de Angoche)	
21				60			DLIC (Delegação de Lichinga)	
17				36			DCUA (Delegação de Cuamba)	
18				36			DPE (Delegação de Pemba)	
19	Factory Acceptance Test							
							Total Price	

Name of Bidder Signature of Bidder Date

Price Schedule 2, Package C - Insulators: Goods Manufactured Outside the Purchaser's Country, to be Imported

		Date: 2nd December 2020						
		Currencies in accordance with ITB 15						
		RFB No: MZ-EDM-121968-GO-RFB						
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of 33 kV, Line Post Insulator, 12.5kN complete with all necessary hardware's and fittings as specified in Specifications			1410			DRCM(Direcção Regional da cidade de Maputo)	
2				741			DRPM(Direcção Regional da Provincia de Maputo)	
3				660			DMOC (Delegação de Mocuba)	
4				702			DNPL(Delegação de Nampula)	
5				741			DNCL (Delegaçom de Nacala)	
6				282			DANG (delegação de Angoche)	
7				471			DLIC (Delegação de Lichinga)	
8				282			DCUA (Delegação de Cuamba)	
9				282			DPE (Delegação de Pemba)	
10	Supply of 33 kV Tension Insulator Assembly Complete (Including Composite Long Rod Insulator, Pistol Strain Clamp 3 bolt, 70kN, with "D" Shackle as specified in Specifications			120			DRCM(Direcção Regional da cidade de Maputo)	
11				156			DRPM(Direcção Regional da Provincia de Maputo)	
12				48			DMOC (Delegação de Mocuba)	
13				102			DNPL(Delegação de Nampula)	
14				108			DNCL (Delegaçom de Nacala)	
15				36			DANG (delegação de Angoche)	
21				60			DLIC (Delegação de Lichinga)	
17				36			DCUA (Delegação de Cuamba)	
18				36			DPE (Delegação de Pemba)	
19	Factory Acceptance Test							
							Total Price	

Name of Bidder Signature of Bidder Date

Price Schedule No. 3, Package C - Insulators: Grand Summary

LOT Package /Price	Price Schedule 1	Price Schedule 2	Total
LOT 1 - PACKAGE C : Insulators			
Grand Total			

Price Schedule 1, Package D – LV Distribution Boards: Goods Manufactured Outside the Purchaser’s Country, to be Imported

				Date:				
				Currencies in accordance with ITB 15				
				RFB No.: MZ-EDM-228071-GO-RFB				
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit [pcs]	Unit price cip in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of three phase LV distribution boards for 75 kVA distribution transformer, complete with all accessories as specified in Specifications			60			DRCM(Direcção Regional da cidade de Maputo)	
2				26			DRPM(Direcção Regional da Provincia de Maputo)	
3				16			DMOC (Delegacao de Mocuba)	
4				17			DNPL (Delegação de Nampula)	
5				18			DNCL(Delegação de Nacala)	
6				6			DANG(Delegação de Angoche)	
7				10			DLIC(Delegação de Lichinga)	
8				6			DCUA(Delegação de Cuamba)	
9				6			DPE(Delegação de Pemba)	
10			Factory Acceptance Test					
							Total Price	

Name of Bidder Signature of Bidder Date

Price Schedule 2, Package D – LV Distribution Boards: Goods Manufactured within the Purchaser’s Country

				Date:				
				Currencies in accordance with ITB 15				
				RFB No.: MZ-EDM-228071-GO-RFB				
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit [pcs]	Unit price EXW in accordance with ITB 14.8(b)(i)	Total EXW price per line item (Col. 5X6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of three phase LV distribution boards for 75 kVA distribution transformer, complete with all accessories as specified in Specifications			60			DRCM(Direcção Regional da cidade de Maputo)	
2				26			DRPM(Direcção Regional da Provincia de Maputo)	
3				16			DMOC (Delegacao de Mocuba)	
4				17			DNPL (Delegação de Nampula)	
5				18			DNCL(Delegação de Nacala)	
6				6			DANG(Delegação de Angoche)	
7				10			DLIC(Delegação de Lichinga)	
8				6			DCUA(Delegação de Cuamba)	
9				6			DPE(Delegação de Pemba)	
10		Factory Acceptance Test						
							Total Price	

Name of Bidder Signature of Bidder Date

Price Schedule No. 3, Package D – LV Distribution Boards: Grand Summary

LOT Package /Price	Price Schedule 1	Price Schedule 2	Amount
PACKAGE D - LV Distribution Boards			
Grand Total			

Price Schedule 1, Package E – Ready Boards & Pole Top Boxes: Goods Manufactured Outside the Purchaser’s Country, to be Imported

				Date:				
				Currencies in accordance with ITB 15				
				RFB No.: MZ-EDM-228071-GO-RFB				
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit [pcs]	Unit price cip in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of Small power distribution units (Ready boards), single phase, complete with all accessories as specified in specifications			2976			DRCM(Direcção Regional da cidade de Maputo)	
2				3888			DRPM(Direcção Regional da Provincia de Maputo)	
3				2304			DMOC (Delegação de Mocuba)	
4				2496			DNPL (Delegação de Nampula)	
5				2679			DNCL(Delegação de Nacala)	
6				1008			DANG(Delegação de Angoche)	
7				1120			DLIC(Delegação de Lichinga)	
8				1736			DCUA(Delegação de Cuamba)	
9				1120			DPE(Delegação de Pemba)	
10	Supply of pole top boxes complete with all accessories as specified in specifications			7040			DRCM(Direcção Regional da cidade de Maputo)	
11				23240			DRPM(Direcção Regional da Provincia de Maputo)	
12				1920			DMOC (Delegação de Mocuba)	
13				4865			DNPL (Delegação de Nampula)	
14				4945			DNCL(Delegação de Nacala)	
15				3505			DANG(Delegação de Angoche)	
16				3585			DLIC(Delegação de Lichinga)	
17				4025			DCUA(Delegação de Cuamba)	
18				3585			DPE(Delegação de Pemba)	
							Total Price	

Name of Bidder Signature of Bidder Date

Price Schedule 2, Package E – Ready Boards & Pole Top Boxes: Goods Manufactured within the Purchaser’s Country

				Date:				
				Currencies in accordance with ITB 15				
				RFB No.: MZ-EDM-228071-GO-RFB				
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit [pcs]	Unit price EXW in accordance with ITB 14.8(b)(i)	Total EXW price per line item (Col. 5X6)	Price per line item for inland transportation and other services required in the Purchaser’s country to convey the Goods to their final destination including agency fees for clearing and forwarding charges for Ports and border points (EDM Stores)	Total Price per Line item (Col. 7+8)
1	Supply of Small power distribution units (Ready boards), single phase, complete with all accessories as specified in specifications			2976			DRCM(Direcção Regional da cidade de Maputo)	
2				3888			DRPM(Direcção Regional da Provincia de Maputo)	
3				2304			DMOC (Delegacao de Mocuba)	
4				2496			DNPL (Delegação de Nampula)	
5				2679			DNCL(Delegação de Nacala)	
6				1008			DANG(Delegação de Angoche)	
7				1120			DLIC(Delegação de Lichinga)	
8				1736			DCUA(Delegação de Cuamba)	
9				1120			DPE(Delegação de Pemba)	
10	Supply of pole top boxes complete with all accessories as specified in specifications			7040			DRCM(Direcção Regional da cidade de Maputo)	
11				23240			DRPM(Direcção Regional da Provincia de Maputo)	
12				1920			DMOC (Delegacao de Mocuba)	
13				4865			DNPL (Delegação de Nampula)	
14				4945			DNCL(Delegação de Nacala)	
15				3505			DANG(Delegação de Angoche)	
16				3585			DLIC(Delegação de Lichinga)	
17				4025			DCUA(Delegação de Cuamba)	
18				3585			DPE(Delegação de Pemba)	
							Total Price	

Name of Bidder Signature of Bidder Date

Price Schedule No. 3, Package E - Ready Boards & Pole Top Boxes: Grand Summary

LOT Package /Price	Price Schedule 1	Price Schedule 2	Amount
PACKAGE E - Ready Boards & Pole Top Boxes			
Grand Total			

Functional Guarantees (Form FUNC)

1. Functional Guarantees

For the evaluation of the performance and productivity of the equipment offered, shall be as particularly specified in Employer’s Requirement and should be met in full. The maximum acceptable requirements are in section III, table 3.1 and presented below:

33/0.4kV, 75kVA

No-load losses	225 W
Load losses	1160 W
Maximum Noise level	49 dB(A) (at 0.3m)

Table 3.1 Acceptable Maximum Losses Values at 75°C.

Subject to compliance with the foregoing preconditions, the contractor guarantees as follows:

- Load losses: [offered by the bidder in his bid]
- No-load losses: [offered by the bidder in his bid]
- Noise Level : [offered by the bidder in his bid]

Required Functional Guarantee	Value of Functional Guarantee of the Proposed Goods
1.Load Losses	
2.No-Load Losses	
3.Noise Level	
...	

Name and Signature of the supplier

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

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

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

Section IV - Bidding Forms

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 firmly 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, firmly 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) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to 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 expiration of the Bid Validity Period 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__.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

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

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.

Section IV - Bidding Forms

*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 firm.

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

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

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEX

The following Price schedules are provided in Excel Format.

Package A – Distribution Transformers

Schedule No. 1. Goods Manufactured Outside the Purchaser’s Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser’s Country

Schedule No. 3, Package A: Grand Summary

Package B – Cables and Conductors

Schedule No. 1. Goods Manufactured Outside the Purchaser’s Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser’s Country

Schedule No. 3, Package B: Grand Summary

Package C - Insulators

Schedule No. 1. Goods Manufactured Outside the Purchaser’s Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser’s Country

Schedule No. 3, Package C: Grand Summary

Package D - Distribution Boards

Schedule No. 1. Goods Manufactured Outside the Purchaser’s Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser’s Country

Schedule No. 3, Package D: Grand Summary

Package E – Ready Boards and Pole Top Boxes

Schedule No. 1. Goods Manufactured Outside the Purchaser’s Country, to be Imported

Schedule No. 2. Goods Manufactured in the Purchaser’s Country

Schedule No. 3, Package E: Grand Summary

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 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

A list of debarred firms and individuals is available on the Bank's external website:

<http://www.worldbank.org/debarr>.

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(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.

5.

2.2 To this end, the Bank:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their

- employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ 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

² 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.

³ 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.

⁴ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

List of Goods and Delivery Schedule – PACKAGE A: DISTRIBUTION TRANSFORMERS							
Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	Supply of three phase 33 / 0.4 kV, 75 kVA distribution transformer, complete with all accessories as specified in Specifications	60	pcs	DRCM(Direcção Regional da Cidade de Maputo)	3 months	5 months	
2		26	pcs	DRPM(Direcção Regional da Província de Maputo)			
3		16	pcs	DMOC(Delegação de Mocuba)			
4		17	pcs	DNPL(Delegação de Nampula)			
5		18	pcs	DNCL(Delegação de Nacala)			
6		6	pcs	DANG(Delegação de Angoche)			
7		10	pcs	DLIC(Delegação de Lichinga)			
8		6	pcs	DCUA(Delegação de Cuamba)			
9		6	pcs	DPE(Delegação de Pemba)			

List of Goods and Delivery Schedule – PACKAGE B : CABLES AND CONDUCTORS

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1.	Supply of conductor AAAC - Mulberry	36	km	DRCM (Direcção Regional da Cidade de Maputo)	3 months	6 months	
2.	Supply of LV-ABC 4x50+25mm ²	169	km				
3.	Supply of LV-ABC 2x10 mm ²	338	km				
4.	Supply of LV-ABC 4x16 mm ²	38	km				
5.	Supply of conductor AAAC - Mulberry	47	km	DRPM (Direcção Regional da Província de Maputo)	3 months	6 months	
6.	Supply of LV-ABC 4x50+25mm ²	26	km				
7.	Supply of LV-ABC 2x10 mm ²	1885	km				
8.	Supply of LV-ABC 4x16 mm ²	2,5	km				
9	Supply of LV-ABC 2x10 mm ²	25		DCHK (Delegação de Chokwé)	3 months	6 months	
10	Supply of LV-ABC 2x10 mm ²	25		DXX (Delegação de Xai-Xai)	3 months	6 months	
11	Supply of LV-ABC 2x10 mm ²	70		DBE (Delegação da Beira)	3 months	6 months	
12	Supply of LV-ABC 2x10 mm ²	120		DCHI (Delegação de Chimoio)	3 months	6 months	

13	Supply of LV-ABC 2x10 mm ²	124		DTT (Delegação de Tete)	3 months	6 months	
14	Supply of LV-ABC 2x10 mm ²	89		DQUE (Delegação de Quelimane)	3 months	6 months	
15	Supply of conductor AAAC - Mulberry	53	km	DMOC (Delegação de Mocuba)	3 months	6 months	
16	Supply of LV-ABC 4x50+25mm ²	16	km				
17	Supply of LV-ABC 2x10 mm ²	976	km				
18	Supply of LV-ABC 4x16 mm ²	2	km				
19	Supply of conductor AAAC - Mulberry	56	km	DNPL (Delegação de Nampula)	3 months.	6 months	
20.	Supply of LV-ABC 4x50+25mm ²	17	km				
21	Supply of LV-ABC 2x10 mm ²	684	km				
22	Supply of LV-ABC 4x16 mm ²	2	km				
23	Supply of conductor AAAC - Mulberry	60	km	DNCL (Delegação de Nacala)	3 months	6 months	
24	Supply of LV-ABC 4x50+25mm ²	18	km				
25	Supply of LV-ABC 2x10 mm ²	1647	km				
26	Supply of LV-ABC 4x16 mm ²	2	km				
27	Supply of conductor AAAC - Mulberry	20	km	DANG (Delegação de Angoche)	3 months	6 months	
28	Supply of LV-ABC 4x50+25mm ²	6	km				
29	Supply of LV-ABC 2x10 mm ²	684	km				
30	Supply of LV-ABC 4x16 mm ²	1	km				
31	Supply of conductor AAAC - Mulberry	20	km	DPE (Delegação de Pemba)	3 months	6 months	
32	Supply of LV-ABC 4x50+25mm ²	6	km				
33	Supply of LV-ABC 2x10 mm ²	1750	km				
34	Supply of LV-ABC 4x16 mm ²	1	km				
35	Supply of conductor AAAC - Mulberry	33	km	DLIC (Delegação de Lichinga)	3 months	6 months	
36	Supply of LV-ABC 4x50+25mm ²	10	km				
37	Supply of LV-ABC 2x10 mm ²	1208	km				
38	Supply of LV-ABC 4x16 mm ²	1	km				

39	Supply of conductor AAAC - Mulberry	20	km	DCUA (Delegação de Cuamba)	3 months	6 months	
40	Supply of LV-ABC 4x50+25mm ²	6	km				
41	Supply of LV-ABC 2x10 mm ²	174	km				
42	Supply of LV-ABC 4x16 mm ²	1	km				

List of Goods and Delivery Schedule – PACKAGE C: INSULATORS

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
1	Supply of 33 kV, Line Post Insulator, 12.5kN complete with all necessary hardware's and fittings as specified in Specifications	1410	pcs	DRCM(Direcção Regional da Cidade de Maputo)	3 months	5 months	
2		741	pcs	DRPM(Direcção Regional da Província de Maputo)			
3		660	pcs	DMOC(Delegação de Mocuba)			
4		702	pcs	DNPL(Delegação de Nampula)			
5		741	pcs	DNCL(Delegação de Nacala)			
6		282	pcs	DANG(Delegação de Angoche)			

7		471	pcs	DLIC(Delegação de Lichinga)			
8		282	pcs	DCUA(Delegação de Cuamba)			
9		282	pcs	DPE(Delegação de Pemba)			
1	Supply of 33 kV Tension Insulator Assembly Complete (Including Composite Long Rod Insulator, Pistol Strain Clamp 3 bolt, 70kN, with "D" Shackle as specified in Specifications	120	pcs	DRCM(Direcção Regional da Cidade de Maputo)	3 months	5 months	
2		156	pcs	DRPM(Direcção Regional da Província de Maputo)			
3		48	pcs	DMOC(Delegação de Mocuba)			
4		102	pcs	DNPL(Delegação de Nampula)			
5		108	pcs	DNCL(Delegação de Nacala)			
6		36	pcs	DANG(Delegação de Angoche)			
7		60	pcs	DLIC(Delegação de Lichinga)			
8		36	pcs	DCUA(Delegação de Cuamba)			
9		36	pcs	DPE(Delegação de Pemba)			

List of Goods and Delivery Schedule – PACKAGE D : LV DISTRIBUTION BOARDS

Line Item Nº	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
1	Supply of three phase LV distribution boards for 75 kVA distribution transformer, complete with all accessories as	60	pcs	DRCM(Direcção Regional da Cidade de Maputo)	3 months	5 months	
2		26	pcs	DRPM(Direcção Regional da Província de Maputo)			
3		16	pcs	DMOC(Delegação de Mocuba)			
4		17	pcs	DNPL(Delegação de Nampula)			
5		18	pcs	DNCL(Delegação de Nacala)			
6		6	pcs	DANG(Delegação de Angoche)			

7	specified in Specifications	10	pcs	DLIC(Delegação de Lichinga)			
8		6	pcs	DCUA(Delegação de Cuamba)			
9		6	pcs	DPE(Delegação de Pemba)			

List of Goods and Delivery Schedule – PACKAGE E : READY BOARDS & POLE TOP BOXES

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
1	Supply of Small power distribution units (Ready boards), single phase, complete with all accessories as specified in specifications	2976	pcs	DRCM(Direcção Regional da Cidade de Maputo)	3 months	5 months	
2		3888	pcs	DRPM(Direcção Regional da Província de Maputo)			
3		2304	pcs	DMOC(Delegação de Mocuba)			
4		2496	pcs	DNPL(Delegação de Nampula)			
5		2679	pcs	DNCL(Delegação de Nacala)			
6		1008	pcs	DANG(Delegação de Angoche)			
7		1120	pcs	DLIC(Delegação de Lichinga)			
8		1736	pcs	DCUA(Delegação de Cuamba)			
9		1120	pcs	DPE(Delegação de Pemba)			
1		7040	pcs	DRCM(Direcção Regional da Cidade de Maputo)			

2	Supply of Small power distribution units (Ready boards), single phase, complete with all accessories as specified in specifications	23240	pcs	DRPM(Direcção Regional da Província de Maputo)	3 months	5 months	
3		1920	pcs	DMOC(Delegação de Mocuba)			
4		4865	pcs	DNPL(Delegação de Nampula)			
5		4945	pcs	DNCL(Delegação de Nacala)			
6		3505	pcs	DANG(Delegação de Angoche)			
7		3585	pcs	DLIC(Delegação de Lichinga)			
8		4025	pcs	DCUA(Delegação de Cuamba)			
9		3585	pcs	DPE(Delegação de Pemba)			

1. Technical Specifications

1.1. General Technical Specifications

The requirements stated in this Section of General Technical Specifications are valid for all sections of the technical requirements, except where different, additional and/or special requirements are specified within the Detailed Technical Specifications.

1.1.1 Preamble

The national power utility **Electricidade de Moçambique (EDM)** has taken the lead role in the Government of Mozambique's (**GoM's**) efforts to expand electricity access, complemented by Fundo de Energia (FUNAE) for the provision of electricity services for rural areas and community centers. In its most successful years, EDM was able to connect about 140,000 new customers per year, across the country, but this figure has sharply decreased over the last few years, mainly due to lack of adequate business model. Therefore, only 25 percent of the population, County wide, benefit from the electricity services.

To accelerate electrification and achieve universal access by 2030, the Government of Mozambique has taken the leadership in defining a new model for electrification namely National Electrification Strategy (NES) while preserving the financial viability of the sector.

The NES has attracted the attention and interest from other development partners to finance the first phase of the implementation strategy. In this regard, the Ministry of Mineral Resources and Energy (MIREME), EDM and FUNAE are targeting to secure the required funding for the **MOZAMBIQUE ENERGY FOR ALL PROJECT** from the International Development Association (IDA).

The proposed Project will support the expansion of access to peri-urban and rural areas by harnessing and extending existing grid network and by piloting mini-grids in off-grid area based on solar power generation. The Project will support three (3) components that aims at connecting on-grid and off-grid households based on a sustainable approach to electrification that incorporates proven international experience, technical assistance and capacity building support.

The on-grid component will be implemented by EDM and will focus on densification and short-range grid extension to ensure massive connection of existing potential customers without electricity in peri-urban and rural areas across the whole country.

In order to ensure a more cost effective implementation of the Mozambique Energy for All Project as well as to procure some distribution materials required for distribution network extension such as wooden poles, transformers, cables and conductors, isolators EDM intend to hire a consultant Firm to conduct a Bidding process using World Bank Guidelines for supply of above mentioned goods.

Under this phase the project structure for supply of materials will comprise five (5) packages covering the whole country as follows:

- PACKAGE A: Distribution Transformers
- PACKAGE B: Cables and Conductors
- PACKAGE C: Insulators
- PACKAGE D: LV Distribution Boards
- PACKAGE E: Ready Boards and Top Boxes

1.1.2. Information about the Country

The Republic of Mozambique is a country in south eastern Africa bordered by the Indian Ocean to the east, Tanzania to the north, Malawi and Zambia to the northwest, Zimbabwe to the west and Swaziland and South Africa to the southwest. Mozambique lies between latitudes 10° and 27°S, and longitudes 30° and 41°E.

Mozambique has a total area of 801,509 km² and a population of approx. 22,894,000 (estimated 2009). Mozambique is divided into ten provinces and one capital city (Maputo) with provincial status. The major cities are Maputo, Beira, Nampula, Tete, Quelimane, Chimoio, Pemba, Inhambane, Xai-Xai and Lichinga.

Mozambique has a tropical climate with two seasons, a wet season from October to March and a dry season from April to September. Climatic conditions, however, vary depending on altitude. Rainfall is heavy along the coast and decreases in the north and south.

The official language in Mozambique is Portuguese. The official currency is the New Metical (MZN).

1.3. Standards & Codes

1.3.1. General

All designs, equipment, materials and workmanship shall comply with and be tested in accordance with requirements of the specifications and with the latest editions of the following Standard Specifications and Codes of Practice:

- Purchaser's Requirements
- IEC (International Electro-Technical Commission)
- ISO (International Organization for Standardization Recommendations)
- BSI (British Standards Institution)
- SABS (South African Bureau of Standards)
- SANS (South African National Standards)

Other international standards such as VDE (Association of German Electro Technical Engineers), DIN (German Industrial Standard), NF (French Standards), C.C.I.R. (Commute

Consultative International des Radios Communications) and C.C.I.T.T. (Committee Consultative International des Telegraphic etc., Telephonies).

For the purpose of interpretation, the priority of the documents shall be in accordance with the above sequence.

If in certain cases where the relevant standards may not applicable, then the relevant National Standards shall apply, if they are available. Such National Standards shall be proposed by the Contractor, for approval by the Purchaser.

When IEC or ISO Recommendations or National Standards are referred to, the Edition shall be that current at the Date of Tender, together with any Amendments issued to that date.

Should the Contractor offer equipment complying with other National Standards, these may be accepted subject to the satisfaction of the Purchaser that the quality, finish and performance of the equipment complying with such standards shall be comparable to that complying with IEC standards. The Contractor will be required to submit copies of such standards to the Engineer for approval prior to the equipment being ordered.

Equipment or parts, which are not covered by the specifications, shall comply with rules, codes and regulations of the International Electro-Technical Commission (IEC) or approved National Standardizing bodies.

The general intent of these specifications is to require the supply of equipment and materials equal or superior to those actually described herein. Unless otherwise stated, reference to the brand or manufacture, if made is only for the sake of comparison as to type, design, character or quality of the equipment and materials desired and shall not be interpreted as eliminating other equipment and materials of equal performance, quality and durability.

1.3.2. Material Standards

Materials shall be new, unused and of first-class quality, suitable for the purpose, free from defects and imperfections, and of the classifications and grades in conformity to the latest edition of the relevant standards.

Material specifications, including grade or class, shall be shown on the appropriate detail drawings submitted for review. The materials used for the construction of plant shall be selected carefully for the purpose intended and in due consideration of climatic conditions. Higher grade material shall be used in any case where ordinary material may be insufficient.

1.3.3. Copies of Standards

A detailed list of the recognized standards/codes of practice to be used on this contract is to be supplied and submitted to the Purchaser for approval.

The Contractor shall supply one set of all standards and codes of practice proposed and referred to in this specification in the English language at his own expense at the latest within one month of the request.

1.3.4. Unit of Measurements

All units shall be indicated in the International System of Units SI (Système International d'Unités). In all documents, such as correspondence, technical schedules, and drawings, only metric units of measurements shall be employed.

1.3.5. Packing for Shipment

1.3.5.1. Containers, Packing Cases and Crates

Packing shall be such that it affords adequate protection to the enclosed materials against mechanical damage, during transport to its final destination and transition from one to another.

Where shipment by container is intended, the packing requirements stated below for non-containerized shipments shall apply for any part container loads.

Containers shall be of the fully enclosed weatherproof type (i.e. metal sides and roof) unless the size of plant to be shipped necessitates otherwise, in which case the type of container and method of shipping shall be subject to approval.

For non-container shipments, packaging shall be stout close-boarded wooden cases of adequate thickness, suitably braced, banded and lined internally with water resistant material.

Certain types of outdoor equipment may be crated, provided that adequate protection of vulnerable parts is assured. All pipe flanges shall be fitted with wooden covers of size at least 40 mm larger in diameter than the flange and shall be wired or bolted to the pipe. Steelwork sections and similar items may be bundled provided that the ends are adequately protected and the enclosing bands or wires are robust.

For full container shipments, a degree of crating may still be required, depending on the type of equipment involved and the Contractor shall state his intentions and obtain approval.

Adequate battens and braces shall be provided to prevent movement of equipment within the container. Where appropriate, due to the weight or nature of the equipment, pallet type bases shall be provided to assist in loading and offloading.

Indoor electrical equipment, whether shipped in containers or packing cases, must be enclosed in welded polythene envelopes inside the packing cases. The envelopes should be sealed and have sufficient desiccant inside, to absorb the initial moisture content plus an allowance for leakage.

When in cases or crates or containers, all items shall be so secured that they are not free to move and cannot work loose in transport. If rotating parts are shipped within their bearings or

mountings they must be adequately braced and restrained to prevent relative movement. Bags of loose items shall be placed in a supplementary case, each bag having stitched on to it a metal label indicating the number and nature of its contents. Where a filler material is used in a case, to restrict movement or provide additional protection, it must be inorganic and non-hygroscopic.

All surfaces liable to corrosion shall be thoroughly cleaned and special steps depending on the nature of the materials and the time interval between packing and unpacking shall be taken to prevent corrosion. These steps may constitute the greasing of surfaces, the application of a protective coat, enclosure of the items in a hermetically sealed container, consisting of paper, cellophane, plastic or zinc, the addition of vapor phase inhibitor paper to the package, or other approved means.

Steps shall be taken to ensure that moisture, molds, insects or rodents cannot damage insulated materials. Items that include materials liable to be damaged by moisture shall be packed in hermetically sealed containers in which silica gel, or some other approved dehydrator, has been inserted.

Cases shall be marked both with large lettering to show which side up the case is to be, and, if the contents are fragile, marked "FRAGILE" in large letters and the international wine glass symbol. In the case of container shipments, individual crates or equipment on pallets shall also indicate any special handling or movement requirements or weight limitations. Packages shall be marked with their place of destination in such a way that rough handling or the effect of weather cannot remove or obliterate the marking. Each separate package shall be marked with the gross weight and for all lifts over two tons, marks on the cases or equipment shall show where the weight is bearing and the correct positions for the slings.

The cases shall, whenever possible, be so packed that they can safely be placed any side uppermost and no reliance shall be placed on the ability of those who will handle the case to read written instructions or to understand pictorial ones. Cases that have to be slung in a certain way shall, as far as possible, be so constructed that they cannot conveniently be slung in any other way and packages shall preferably be so large that they cannot be easily rolled over or thrown about; thus when practicable, small cases shall be crated together to form one larger unit. Crates shall be sufficiently strong to be capable of being slung from the outside even when provision is also made for slings to be attached direct to a major article inside.

Special steps shall be taken to guard against theft during transport. No small items, such as padlocks, nameplates and so forth, which could be torn off or unscrewed, shall be accessible. Cases, crates, barrels and drums shall be banded in such a manner as to obstruct the theft of any of the timber used for packaging, and the bands shall be so secured that they are not rendered ineffective by shrinkage of the wood.

A descriptive and fully itemized list shall be prepared, of the contents of each packing case or container. A copy of this list shall be placed in a waterproof envelope under a metal or other

suitable plate, securely fastened to the outside of one end of the case or container and its position adequately indicated by stenciling. Where appropriate, drawings showing the erection marking of the items concerned shall be placed inside the case or with the equipment in the container.

All stenciled markings on cases and crates, or other markings on descriptive metal tabs fixed to cable drums, bundles of structural steelwork and so forth, shall be applied in two places with a material which cannot wash off and shall be additional to any erection of other marks or impressions which may be specified elsewhere.

All packing cases shall be rot and insect proof and shall remain the property of the Purchaser and the Contractor shall be responsible for them until handed over. The disposal of all packing cases shall be at the discretion of the Purchaser.

The outside of all containers, cases, etc. shall be clearly marked with the total weight, point of maximum weight and correct position for the attachment of lifting hooks and cables and shall bear identification marks relating to the appropriate dispatch documents. Where appropriate, the cases or boxes shall bear special instructions such as “top”, “handle with care”, “keep dry”, etc. All parts of the Contracted Equipment and the Contractor's equipment shall be well-packed and protected against loss or damage during transport by sea and over land, and while in storage. Perishable material provided in spares and repair sets shall be provided in sealed containers with a shelf-life of at least 10 years. All packaging shall be performed in such a way that overturning of the packages will not damage the equipment. Instructions for handling shall be clearly marked on all parts, packages and crates. All parts, packages and crates shall be adequately marked in order to enable identification. Each item contained in a package shall be clearly identified on the packaging list by its description and part number, package date, shelf-life and assembly drawing reference, and each item shall be marked or labelled to correspond with the packaging list. The costs of all equipment necessary for the temporary fixing and supporting of the various parts of the Plant and the various packages to crane hooks, rail wagons, etc., during handling, transport and storage, and the cost of load distribution beams, etc., where they form part of the packages or crates, shall be included in the tender price. The Contractor shall be entirely responsible for all packing and unpacking, and any loss or damage shall be compensated to the satisfaction of the Employer by the Contractor and, where not otherwise provided, at the Contractor's own expense.

1.3.5.2. Shipping Marks and Shipping

The Contractor shall be held responsible for and make good any and all damages due to improper preparation of goods for shipment.

Packing cases shall be marked with an approved color band, if required, to assist in the identification at points of transfer. Each crate or other unit shall be legibly and properly marked, and shall include the name, size and quantity of the material.

Crated items shall not, without the express approval of the Purchaser, be shipped as deck cargo and all protection and packaging for shipment is subject to inspection and approval by the Purchaser. Notwithstanding such approval, it is the sole responsibility of the supplier to ensure that all items are packed in such a way as to ensure their complete safety and that of the shipping and handling authorities and their equipment.

1.3.5.3. Receipt and Storage at Site

All items, packing cases, containers and packages received at Site shall be recorded against the shipping schedule and immediately inspected for signs of damage. All signs of damage shall be investigated and the extent and nature of the damage recorded. The contents of each packing case, container or package shall be checked against the contents list and any discrepancies noted. Each item shall be carefully unpacked and checked for mechanical damage and/or damage to the corrosion protection. All such damage shall be recorded.

No item will be accepted for storage on Site until all mechanical and/or corrosion protection damage has been notified and rectified to the Purchaser's satisfaction. It is emphasized in this respect that for damage that may affect the life or function of the component the Contractor must submit a full report to the Purchaser describing the consequences of the damage and the proposed rectification procedures.

All plant and equipment to be stored outdoor shall be placed on timber so that it is out of contact with the ground and provided with adequate protection against weather. The Purchaser may, if he considers it necessary, instruct the Contractor to carry out a repair or special cleaning process on any item on which the protection has been ineffective and/or which has been subjected to adverse storage conditions.

All items stored at Site shall be inspected on a regular basis and adequate records of inspection and corrosion protection rectification carried out shall be kept. All such records and the items in store will be subject to periodic audit and inspection by the Purchaser who may require additional work to be carried out to either restore the condition of the item or to ensure that deterioration does not occur.

The cost of all recording, inspection and rectification shall be borne by the responsible supplier who is also responsible for any necessary insurance claims against shippers and/or other parties in respect of the damage to or loss of any item or component.

On withdrawal from the store, each item or component shall be prepared for erection by removal of temporary shipping and site storage protection. Immediately prior to erection, inspection shall be carried out to ensure that all such protection has been properly and completely removed as necessary unless the protection is to be used for additional protection during and after erection. All such 'left on' protective must be removed prior to commissioning the plant unless with the specific approval of the Purchaser they will be removed during testing and/or commissioning without detriment to the plant or associated plant and equipment. All

desiccants and vapor phase inhibitors must be removed prior to erection even though semi-completed systems and/or vessels may subsequently require re-protection by similar means to prevent deterioration during erection.

1.4. Detailed Technical Specifications

Attachment 1 – Package A - Distribution Transformer

Attachment 2 – Package B - Cable ABC & Conductor

Attachment 3 – Package C - Insulator

Attachment 4 – Package D - LV Distribution Board

Attachment 5 – Package E - Ready Boards & Pole Top Boxes

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

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

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

- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose 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 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
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

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.

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. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

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

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

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

23. Packing and Documents

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

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

- 24. Insurance** 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 25. Transportation and Incidental Services** 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services
- 26. Inspections and Tests** 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and

expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

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

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

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

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

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

27. Liquidated Damages

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

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent
Indemnity**

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

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

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

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

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

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

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

31. Change in Laws and Regulations

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

32. Force Majeure

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

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

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

33. Change Orders and Contract Amendments

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

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

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any

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

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

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

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

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

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

without compromising the necessary functions of the Facilities.

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

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

the Supplier shall be the full increase in the Contract Price.

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

34. Extensions of Time

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

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

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

36. Assignment

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

37. Export Restriction

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

Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

(b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of

the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁵ (ii) to be a nominated⁶ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁷ 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.

⁵ 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.

⁶ 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.

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

Section IX. Special Conditions

The following Special Conditions (SC) shall supplement the General Conditions (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC. The clause number of the S C is the corresponding clause number of the GC.

GCC 1.1(i)	The Purchaser's Country is: Mozambique
GCC 1.1(j)	The Purchaser is: Electricidade de Moçambique (EDM)

<p>GCC 1.1 (o)</p>	<p><i>The Project Site(s)/Final Destination(s) is/are:</i></p> <p>Package A – Distribution Transformers:</p> <p>DRCM (Direcção Regional da cidade de e Maputo) DRPM (Direcção Regional da Provincia de Maputo) DMOC (Delegação de Mocuba) DNPL (Delegação de Nampula) DNCL (Delegação de Nacala) DANG (Delegação de Angoche) DLIC (Delegação de Lichinga) DCUA (Delegação de Cuamba) DPE (Delegação de Pemba)</p> <p>Package B – Cables and Conductors:</p> <p>DRCM (Direcção Regional da cidade de e Maputo) DRPM (Direcção Regional da Provincia de Maputo) DCHK (Delegação de Chokwe) DXX (Delegação de Xai-Xai) DBE (Delegação da Beira) DCHI (Delegação de Chimoio) DTT (Delegação de Tete) DQue (delegação de Quelimane) DMOC (Delegação de Mocuba) DNPL (Delegação de Nampula) DNCL (Delegação de Nacala) DANG (Delegação de Angoche) DLIC (Delegação de Lichinga) DCUA (Delegação de Cuamba) DPE (Delegação de Pemba)</p>
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	<p>Package C – Insulators</p> <p>DRCM (Direcção Regional da cidade de e Maputo) DRPM (Direcção Regional da Provincia de Maputo) DMOC (Delegação de Mocuba) DNPL (Delegação de Nampula) DNCL (Delegação de Nacala) DANG (Delegação de Angoche) DLIC (Delegação de Lichinga) DCUA (Delegação de Cuamba) DPE (Delegação de Pemba)</p> <p>Package D – Low Voltage Distribution Boards</p> <p>DRCM (Direcção Regional da cidade de e Maputo) DRPM (Direcção Regional da Provincia de Maputo) DMOC (Delegação de Mocuba) DNPL (Delegação de Nampula) DNCL (Delegação de Nacala) DANG (Delegação de Angoche) DLIC (Delegação de Lichinga) DCUA (Delegação de Cuamba) DPE (Delegação de Pemba)</p> <p>Package E – Ready Boards and Pole Top Boxes</p> <p>DRCM (Direcção Regional da cidade de e Maputo) DRPM (Direcção Regional da Provincia de Maputo) DMOC (Delegação de Mocuba) DNPL (Delegação de Nampula) DNCL (Delegação de Nacala) DANG (Delegação de Angoche) DLIC (Delegação de Lichinga) DCUA (Delegação de Cuamba) DPE (Delegação de Pemba)</p>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms .
GCC 4.2 (b)	The version edition of Incoterms shall be 2020

GCC 5.1	The language shall be: The prevailing language is the language of the bid (English)
GCC 8.1	<p>The Purchaser's address is:</p> <p><i>Electricidade de Moçambique, E.P.</i> <i>Direcção de Electrificação e Projectos (DEP)</i> <i>Address: Filipe Samuel Magaia Av., Nr. 368</i> <i>Floor: 1st</i> <i>City: Maputo</i> <i>Country: Mozambique</i></p>
GCC 9.1	The governing law shall be the law of: Mozambique
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>(a) Contract with foreign Supplier:</i></p> <p>"Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force"</p> <p><i>United Nations Commission on International Trade Law (UNCITRAL)</i></p> <p><i>(b) Contracts with Supplier national of the Purchaser's Country:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>For Goods supplied from abroad the Supplier shall promptly send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> • Bill of Lading <p>Original and two copies of the Supplier's invoice showing the Contract number, Goods' description, quantity, unit price and total amount;</p> <ul style="list-style-type: none"> • Original and two copies of packing list identifying contents of each package; • Original and two copies of insurance certificate; Original and two copies of the <p>Manufacturer's or Supplier's warranty certificate;</p> <ul style="list-style-type: none"> • Original and two copies of certificate of origin. <p>The above documents shall be sent by fax not later than 7 (seven) days prior to the shipment. Otherwise, the Supplier will be responsible for any consequent expenses.</p>

	<p>For Goods from within the Purchaser's country the Supplier shall promptly send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> • Bill of Lading • Original and two copies of the Supplier's invoice showing the Contract number, Goods' description, quantity, unit price and total amount, Delivery note/railway receipt or truck receipt; • Original and two copies of packing List identifying contents of each package; • Original and two copies of the Manufacturer's/Supplier's guaranty certificate; • Original and two copies of the Supplier's Factory Inspection report; • Original and two copies of certificate of origin. <p>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.</p> <p>Delivery time is as set out in the Schedule of Requirements (Section VII)</p>
GCC 15.1	The Contract Price is not subjected to adjustment.
GCC 16.1	<p>GCC 16.1- The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>Payments for Goods supplied from abroad shall be made in _____ as follow:</p> <p>(i) Advance Payment: Ten (10%) percent of the Contract price shall be paid within thirty (30) days after signing of the Contract against a simple receipt of a bank guarantee for equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) On shipment: Please revise to “Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13”</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser</p> <p>Payments for Goods supplied from within the Purchaser's country shall be made in _____ as follow:</p> <p>(i) Advance Payment: Ten (10%) percent of the Contract price shall be paid within thirty (30) days after signing of the Contract against a simple receipt of a bank guarantee for equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p>

	<p>(ii) On Delivery: Revise to “Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13”</p> <p>(iii) On Acceptance: Revise to “The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser”</p> <p>All payments under this Contract, including payments of VAT from the own funds of the Purchaser, shall be made taking into account the applicable legislation of Mozambique.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is: Libor</p>
GCC 18.1	<p>A Performance Security shall be required</p> <p>The amount of the Performance Security shall be: ten (10) % percent</p>
GCC 18.3	<p>The Performance Security shall be in the form of: Bank Guarantee:</p> <p>The Performance security shall be denominated in the currency of the contract.</p>
GCC 18.4	<p>The performance security shall be reduced to 2% after completion of supplies and during warranty period</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <ul style="list-style-type: none"> • the name, trade mark or manufacturer’s brand; • country of origin; • name, trade name, product type, climate conditions of operation and placement (symbolic identification); • market circulation code; • main technical parameters and characteristics of Goods; • serial number; • production date; • weight; • safety signs for Goods ("Fragile", "Up", "Strapping", "Center of gravity").
GCC 24.1	<p>The Insurance coverage shall be as specified in the Incoterms</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
GCC 25.2	<p>Incidental services to be provided are: Clearance agency services described as follows:</p> <p>For Goods manufactured outside the Purchaser’s country, to be imported, the Supplier shall be responsible for clearance of the Goods.</p>

	<p>However, EDM shall provide a letter to submit to customs authority to exempt the cost of the following:</p> <p>1. Custom Duties 3. Value Added Tax (VAT)</p> <p>The Supplier has included in its price schedules the agency fees for clearing and forwarding charges for Maputo Port, inland container depots and border points.</p>
GCC 26.1	<p>The inspections and tests shall be:</p> <p>(a) Factory Acceptance Tests (b) Inspections at the delivery Site</p> <p>For detailed information about the above tests please refer to Section VII Schedule of Requirements</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at:</p> <p>(a) Factory Acceptance Tests – at manufacture’s premises (b) Inspections at the delivery Site</p>
GCC 27.1	The liquidated damage shall be: zero point five (0.5) % per week
GCC 27.1	The maximum amount of liquidated damages shall be: ten (10) %
GCC 28.3	<p>The period of validity of the Warranty shall be:</p> <p>From the delivery of Goods and acceptance at the destination point - one (1) year</p> <p>For purposes of the Warranty, the place(s) of destination(s) shall be AS PER Project Sites</p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: thirty (30) days.

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

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

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

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

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

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

Further information:

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a 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 Bidder¹. 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	Directly or indirectly holding	Directly or indirectly having the right to appoint a majority of the board of the

	(Yes / No)	25 % or more of the Voting Rights (Yes / No)	directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

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

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

6.

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

[use letterhead paper of the Purchaser]

[date]

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

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

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

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 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) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

APPENDICES

Functional Guarantees

2. Maximum Losses

For the evaluation of the performance and productivity of the equipment offered, shall be as particularly specified in Employer's Requirement and should be met in full. The maximum acceptable requirements are in section III, table 3.1 and presented below:

33/0.4kV, 75kVA

No-load losses	225 W
Load losses	1160 W
Maximum Noise level	49 dB(A) (at 0.3m)

Table 3.1 Acceptable Maximum Losses Values at 75°C.

Subject to compliance with the foregoing preconditions, the contractor guarantees as follows:

- Load losses: [offered by the bidder in his bid]
- No-load losses: [offered by the bidder in his bid]
- Noise Level : [offered by the bidder in his bid]

Required Functional Guarantee	Value of Functional Guarantee of the Proposed Goods
1.Load Losses	
2.No-Load Losses	
3.Noise Level	
...	

3. Failure in Guarantees

3.1 Penalties

If the actual losses (measured during testing) exceed the stated guaranteed losses, in the technical data sheets, but within the acceptable losses values in the item 3 below, the supplier has to pay penalty to the Employer. The following amount will be deducted from the contract price:

a= cost/kW of no-load losses

a=8.600 USD/kW (Eight Thousand Six Hundred) for distribution transformers

b= cost/kW of load losses

b=4.500 USD/kW (Four Thousand Five Hundred) for distribution transformers

It is thereby understood that the values of 0,5 kW and above will be rounded up to the next full kW.

3.2 Rejection

The Purchaser shall have the right to reject any transformer if the actual values measured during FAT are in excess of the guaranteed values by more than the margins specified in Section III, table 3.2 hereunder presented (including the tolerances):

No-load losses	+ 10%
Load losses (forced cooling)	+ 10%
Total losses	+ 10%
Noise level	+ 3 dB(A)
Temperature rise limit	+ 1.0 K
Short Circuit Impedance	-5 % / +10%

Table 3.2. Acceptable Tolerances

For all of the other values the margins stated in IEC standards are applicable, unless specified otherwise elsewhere in these Specifications.

The Liquidated damages for the short fall in guaranteed parameters and for delay in completion are independent of each other and shall be levied separately and concurrently.

Name and Signature of the supplier

Performance Security(Bank Guarantee) Option 1

[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 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."*

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.

Performance Bond (Option 2)

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

WHEREAS the Supplier 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 the Supplier; 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 before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

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

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

representative, this _____ day of _____ 20
_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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.

(a)