



# **MINISTRY OF WATER AND ENVIRONMENT**

## **INTEGRATED WATER MANAGEMENT AND DEVELOPMENT PROJECT**

### **Request for Bids**

### **Under**

## **Framework Agreement (Goods)**

**Procuring Agency:** Ministry of Water and Environment

**Country:** Uganda

**Name of Project:** Integrated Water Management and Development Project

**Framework Agreement Title:** Supply of fitting and Pipes for  
Umbrella Authorities in Lira, Mbale,  
Kabale, Wakiso and Kyenjojo

**RFB Reference No.:** MWE /SUPLS/20-21/00001

**Loan No./Credit No./Grant No.:** P163782

**RFB Issued on:** 23<sup>RD</sup> JULY, 2020

**July 2020**

**Request for Bids  
Framework Agreement  
Goods**

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# **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders (ITB)

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## Section I. Instructions to Bidders

<b>A. General</b>	
<b>1. Scope of Bid</b>	<p>1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB) Framework Agreement(s) Goods, specified <b>in the Bid Data Sheet (BDS)</b>, the Procuring Agency, as specified <b>in the BDS</b>, issues this Request for Bids (RFB) document as part of the Primary Procurement process for Goods, and may lead to Framework Agreement(s) being concluded with the successful Bidder(s). The name and identification of this RFB are specified <b>in the BDS</b>.</p> <p>1.2 Throughout this Bidding document:</p> <ul style="list-style-type: none"> <li>(a) <b>“in writing”</b> means communicated in written form (e.g. by mail, e-mail, fax, including if specified <b>in the BDS</b>, distributed or received through the electronic-procurement system used by the Procuring Agency) with proof of receipt;</li> <li>(b) if the context so requires, <b>“singular”</b> means <b>“plural”</b> and vice versa;</li> <li>(c) <b>“Day”</b> means calendar day, unless otherwise specified as <b>“Business Day”</b>. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays;</li> <li>(d) <b>“Call-off Contract”</b> means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties to the contract are the Purchaser and Supplier;</li> </ul>

	<p>(e) <b>“Closed Framework Agreement”</b>: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;</p> <p>(f) <b>“Country”</b> means the Procuring Agency’s/Purchaser’s country;</p> <p>(g) <b>“Delivery Period”</b> is the specified period from the date of formation of a Call-off contract for delivery of the Goods, as per the applicable Incoterms.</p> <p>(h) <b>“Framework Agreement (FA)”</b> means the agreement between the Procuring Agency and Supplier (s) (the successful Bidder(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;</p> <p>(i) <b>“FA Supplier”</b> means a Supplier;</p> <p>(j) <b>“Goods”</b> means all goods, materials or items that the Supplier is required to supply to a Purchaser under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in Part 2, Supply Requirements, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services;</p> <p>(k) <b>“Lead Purchaser”</b> when named in the Framework Agreement, a Lead Purchaser is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Purchasers in managing and administering the Framework Agreement, and (b) as a Purchaser in its own right;</p> <p>(l) <b>“Multi-User Framework</b></p>
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	<p><b>Agreement”</b> means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract;</p> <p>(m) <b>“Multi-Supplier Framework Agreement”</b> means where more than one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;</p> <p>(n) <b>“Primary Procurement”</b> means the procurement process that results in concluding a Framework Agreement(s) with a successful Bidder(s), as described in this RFB;</p> <p>(o) <b>“Procuring Agency”</b> means the agency that undertakes the Primary Procurement process and concludes the Framework Agreement(s);</p> <p>(p) <b>“Purchaser”</b>, as <b>specified in the BDS</b>, means the agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement;</p> <p>(q) <b>“Related Services”</b> if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement Schedule 1: Schedule of Requirements, and specifically described in a Call-off Contract;</p> <p>(r) <b>“Responsible Agency”</b> when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Purchaser</p>
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	<p>or Purchasers, once it has been concluded. A Responsible Agency is not a Purchaser under the Framework Agreement;</p> <p>(s) “<b>Secondary Procurement</b>” means the process described in the Framework Agreement and followed by a Purchaser to select a FA Supplier, and award a Call-off Contract for the supply of Goods;</p> <p>(t) “<b>Single-User Framework Agreement</b>” means a Framework Agreement where there is only one Purchaser;</p> <p>(u) “<b>Single-Supplier Framework Agreement</b>” means a Framework Agreement where only one Bidder (Supplier) concludes a Framework Agreement for the supply of each item/Lot;</p> <p>(v) “<b>Supplier</b>” means a Bidder that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a “FA Supplier”;</p> <p>(w) “<b>Term</b>” mean the duration of a Framework Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.</p>
<p><b>2 Source of Funds</b></p>	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified <b>in the BDS</b> 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</p>

	<p><b>in the BDS</b>, toward the project named <b>in the BDS</b>. The Borrower intends to apply a portion of the funds to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Bidding document is issued.</p> <p>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).</p>
<p><b>3 Fraud and Corruption</b></p>	<p>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.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.</p>
<p><b>4 Eligible Bidders</b></p>	<p>4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution</p>

	<p>subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded a Call-off Contract under the Framework Agreement, during contract execution. Unless specified <b>in the BDS</b>, there is no limit on the number of members in a JV.</p> <p>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:</p> <ul style="list-style-type: none"><li>(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</li><li>(b) receives or has received any direct or indirect subsidy from another Bidder; or</li><li>(c) has the same legal representative as another Bidder; or</li><li>(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 Procuring Agency regarding this Primary Procurement process; or</li><li>(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of</li></ul>
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	<p>the Goods, or Related Services, that are the subject of the Bid; or</p> <p>(f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Purchaser or Borrower in implementing the Framework Agreement or a Call-off Contract; or</p> <p>(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 <b>BDS ITB 2.1</b> 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</p> <p>(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:</p> <p>(i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Framework Agreement or Call-off Contract, and/or the Bid evaluation process of such Framework Agreement or Call-off Contract; or</p> <p>(ii) would be involved in the implementation or supervision of such Framework Agreement or Call-off Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Framework Agreement and/or Call-off Contract.</p> <p>4.3 A firm that is a Bidder (either individually or</p>
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	<p>as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.</p> <p>4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to <b>ITB 4.8</b>. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of a Call-off Contract including Related Services.</p> <p>4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, Bid for, propose for, or conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified <b>in the BDS</b>.</p> <p>4.6 Bidders that are state-owned enterprises or institutions in the Procuring Agency’s Country may be eligible to compete and</p>
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	<p>conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:</p> <ul style="list-style-type: none"><li>(a) are legally and financially autonomous;</li><li>(b) operate under commercial law; and</li><li>(c) are not under supervision of the Procuring Agency, Responsible Agency or a Purchaser.</li></ul> <p>4.7 Eligibility of Bidders suspended, as a result of the execution of a Bid-Securing Declaration or Proposal-Securing Declaration, shall be as follows:</p> <ul style="list-style-type: none"><li>(a) A Bidder that is under suspension from Bidding, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by the Purchaser in case of a Single-User Framework Agreement or all Purchasers in a Multi-User Framework Agreement shall not be eligible to bid to conclude a framework agreement.</li><li>(b) A Bidder that has concluded a framework agreement is ineligible to quote for or to be awarded a Call-off contract by a Purchaser that has suspended the bidder as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.</li><li>(c) Subject to (a) above, a Bidder that is under suspension, as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, by a Procuring Agency is eligible to bid for the framework agreement.</li></ul> <p>4.8 Firms and individuals may be ineligible if so indicated in Section V and:</p>
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	<p>(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</p> <p>(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.</p> <p>4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.</p> <p>4.10 A firm that is under a sanction of debarment by the Borrower from concluding a contract, or a Framework Agreement or being awarded a Call-off Contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment;</p> <p>(a) relates to fraud or corruption; and</p> <p>(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.</p>
<p><b>5. Eligible Goods and Related Services</b></p>	<p>5.1 All the Goods and Related Services to be supplied under a Call-off Contract awarded under a Framework Agreement and financed by the Bank, may have their origin in any country in accordance with Section V, Eligible Countries.</p> <p>5.2 For purposes of this ITB, the term “Goods” includes commodities, raw materials, machinery, equipment, and industrial</p>

	<p>plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.</p> <p>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.</p>
<p><b>B. Contents of the RFB Document</b></p>	
<p>6 <b>Sections of Bidding Document</b></p>	<p>6.1 The Bidding document consists of Parts 1, 2, 3, and 4, which include all sections, schedules, annexes, and should be read in conjunction with any addenda issued in accordance with <b>ITB 8</b>.</p> <p><b>PART 1 - Bidding Procedures</b></p> <p>Section I - Instructions to Bidders (ITB)</p> <p>Section II - Bidding Data Sheet (BDS)</p> <p>Section III - Evaluation and Qualification Criteria</p> <p>Section IV - Bidding Forms</p> <p>Section V - Eligible Countries</p> <p>Section VI - Fraud and Corruption</p>
	<p><b>PART 2 - Supply Requirements</b></p> <p>Section VII - Schedule of Requirements</p> <p><b>PART 3 - Procuring Agency Forms</b></p> <p><b>PART 4 - Framework Agreement (FA)</b></p> <p>Section A: Framework Agreement General Provisions</p> <p>Section B: Framework Agreement Specific Provisions</p> <p>SCHEDULE 1: Schedule of Requirements</p> <p>SCHEDULE 2: Price Schedules</p>



	<p>SCHEDULE 3: Secondary Procurement</p> <p>SCHEDULE 4: Call-off Contract General Conditions of Contract</p> <p>SCHEDULE 5: Secondary Procurement Forms</p> <p>SCHEDULE 6: List of Purchasers (if applicable)</p>
	<p>6.2 The Specific Procurement Notice “Request for Bids to conclude a Framework Agreement(s) for Goods”, issued by the Procuring Agency is not part of this Bidding document.</p> <p>6.3 Unless obtained directly from the Procuring Agency, the Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Procuring Agency shall prevail.</p> <p>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.</p>
<p><b>7 Clarification of Bidding Document</b></p>	<p>7.1 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency’s address specified <b>in the BDS</b>. The Procuring Agency will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified <b>in the BDS</b>. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the Bidding document in accordance with <b>ITB 6.3</b>, including a</p>

	<p>description of the inquiry but without identifying its source. If so specified <b>in the BDS</b>, the Procuring Agency shall also promptly publish its response at the web page identified <b>in the BDS</b>. Should the clarification result in changes to the essential elements of the Bidding document, the Procuring Agency shall amend the Bidding document following the procedure under <b>ITB 8</b> and <b>ITB 22.2</b>.</p>
<p><b>8 Amendment of Bidding Document</b></p>	<p>8.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing addenda.</p> <p>8.2 Any Addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Procuring Agency in accordance with <b>ITB 6.3</b>. The Procuring Agency shall also promptly publish the addendum on the Procuring Agency’s web page in accordance with <b>ITB 7.1</b>.</p> <p>8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids, pursuant to <b>ITB 22.2</b>.</p>
<p><b>C. Preparation of Bids</b></p>	
<p><b>9 Cost of Bidding</b></p>	<p>9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p>
<p><b>10 Language of Bid</b></p>	<p>10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified <b>in the</b></p>

	<p><b>BDS.</b> 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 <b>in the BDS</b>, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<p><b>11 Documents Comprising the Bid</b></p>	<p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Bid prepared in accordance with <b>ITB 12</b>;</li> <li>(b) Price Schedules: completed in accordance with <b>ITB 12</b> and <b>ITB 14</b>;</li> <li>(c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with <b>ITB 20.3</b>;</li> <li>(d) Qualifications: documentary evidence in accordance with <b>ITB 17</b> establishing the Bidder's qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;</li> <li>(e) Bidder's Eligibility: documentary evidence in accordance with <b>ITB 17</b> establishing the Bidder's eligibility to Bid;</li> <li>(f) Eligibility of Goods and Related Services: documentary evidence in accordance with <b>ITB 16</b> and <b>ITB 30</b>, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;</li> <li>(g) Conformity: documentary evidence in accordance with <b>ITB 16</b>, that the Goods and Related Services conform to the Bidding document; and</li> <li>(h) any other document required <b>in the BDS</b>.</li> </ul> <p>11.2 In addition to the requirements under <b>ITB</b></p>

	<p><b>11.1</b>, 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.</p> <p>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.</p>
<p><b>12 Letter of Bid and Price Schedules</b></p>	<p>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 <b>ITB 20.3</b>. All blank spaces shall be filled in with the information requested.</p>
<p><b>13 Alternative Bids</b></p>	<p>13.1 Alternative Bids shall not be permitted in this Primary Procurement process.</p>
<p><b>14 Bid Prices and Discounts</b></p>	<p>14.1 The prices and unconditional discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.</p> <p>14.2 Bidders shall provide their prices in the Price Schedules, as specified <b>in the BDS</b>.</p> <p>14.3 The price to be quoted in the Letter of Bid in accordance with <b>ITB 12.1</b> shall be, as specified <b>in the BDS</b>.</p> <p>14.4 The Bidder shall indicate the methodology for the application of any unconditional discounts in the Letter of Bid, in accordance with <b>ITB 12.1</b>.</p> <p>14.5 For the purpose of Secondary Procurement, the price(s) offered by the Bidder shall be treated as set out in the Framework Agreement Specific Provisions.</p> <p>14.6 The terms EXW, CIP, and other similar</p>

	<p>terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified <b>in the BDS.</b></p> <p>14.7 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This shall not in any way limit the Purchaser's right to award a Call-off contract on any of the items 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:</p> <ul style="list-style-type: none"><li>(a) For Goods manufactured in the Procuring Agency's Country:<ul style="list-style-type: none"><li>(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;</li><li>(ii) any Procuring Agency's Country sales tax and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Supplier); and</li><li>(iii) the price for inland transportation, insurance, and other local services required to</li></ul></li></ul>
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	<p>convey the Goods to their final destination (Project Site) (if a Call-off Contract is awarded to the Bidder as a FA Supplier) specified <b>in the BDS</b>.</p> <p>(b) For Goods manufactured outside the Procuring Agency’s Country, to be imported:</p> <p>(i) the price of the Goods, quoted CIP named place of destination, in the Procuring Agency’s Country, as specified <b>in the BDS</b>;</p> <p>(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) (if a Call-off Contract is awarded to the Bidder as a FA Supplier), specified <b>in the BDS</b>;</p> <p>(c) For Goods manufactured outside the Procuring Agency’s Country, already imported:</p> <p>(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;</p> <p>(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;</p> <p>(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;</p>
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	<p>(iv) any Procuring Agency's Country sales and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Bidder as a FA Supplier); and</p> <p>(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) (if a Call-off Contract is awarded to the Bidder as a FA Supplier), specified <b>in the BDS</b>.</p> <p>(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).</p>
<p><b>15 . Currencies of Bid and Payment</b></p>	<p>15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Procuring Agency's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Procuring Agency's Country, unless otherwise specified <b>in the BDS</b>.</p> <p>15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Procuring Agency's Country.</p>
<p><b>16 Documents Establishing the Eligibility and Conformity of</b></p>	<p>16.1 To establish the eligibility of the Goods and Related Services in accordance with <b>ITB 5</b>, Bidders shall complete the country of origin</p>

<p><b>Goods</b></p>	<p>declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.</p> <p>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.</p> <p>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.</p> <p>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 <b>in the BDS</b> following acceptance of the Goods by the Purchaser (if a Call-off Contract is awarded to the Bidder as a FA Supplier).</p> <p>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule</p>
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	of Requirements.
<p><b>17 Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>17.1 To establish Bidder’s eligibility in accordance with <b>ITB 4</b>, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p> <p>17.2 The documentary evidence of the Bidder’s qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procuring Agency’s satisfaction:</p> <ul style="list-style-type: none"> <li>(a) that, if required <b>in the BDS</b>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Agency’s Country;</li> <li>(b) that, if required <b>in the BDS</b>, in case of a Bidder not doing business within the Procuring Agency’s Country, the Bidder is, or will be, (if awarded the call off contract) represented by an Agent in the country, equipped and able to carry out the Supplier’s maintenance, repair, and spare parts stocking obligations in respect of the Goods; and</li> <li>(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</li> </ul>
<p><b>18 Period of Validity of Bids</b></p>	<p>18.1 Bids shall remain valid for the Bid Validity period specified <b>in the BDS</b>. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Procuring Agency in accordance with <b>ITB 22.1</b>). A Bid valid for a shorter period shall be rejected by the Procuring</p>

	<p>Agency as nonresponsive.</p> <p>18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request to extend the validity of their bids. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in <b>ITB 18.3</b>.</p> <p>18.3 If the conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Framework Agreement Base Price shall be determined as follows:</p> <ul style="list-style-type: none"> <li>(a) in the case of a fixed price Framework Agreement, the Base Price shall be the Bid price adjusted by the factor specified <b>in the BDS</b>;</li> <li>(b) in the case of an adjustable price Framework Agreement, no adjustment shall be made;</li> <li>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<p><b>19 No Bid Security or Bid Securing Declaration</b></p>	<p>19.1 No Bid Security or Bid-Securing Declaration is required in relation to this Primary Procurement process.</p>
<p><b>20 Format and Signing of Bid</b></p>	<p>20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in <b>ITB 11</b> and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified <b>in the BDS</b> and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may</p>

	<p>include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>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 <b>in the BDS</b> 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.</p> <p>20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative(s).</p> <p>20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
<b>D. Submission and Opening of Bids</b>	
<b>21 Sealing and Marking of Bids</b>	<p>21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope, the Bidder shall place the following separate, sealed envelope</p> <ul style="list-style-type: none"> <li>(a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in <b>ITB 11</b>; and</li> <li>(b) in an envelope marked “COPIES”, all required copies of the Bid; and,</li> </ul> <p>21.2 The inner and outer envelopes, shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder;</li> <li>(b) be addressed to the Procuring Agency</li> </ul>

	<p>in accordance with <b>ITB 22.1</b>;</p> <p>(c) bear the specific identification of this Bidding process indicated in <b>ITB 1.1</b>; and</p> <p>(d) bear a warning not to open before the time and date for Bid opening.</p> <p>21.3 If all envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<b>22 Deadline for Submission of Bids</b>	<p>22.1 Bids must be received by the Procuring Agency at the address and no later than the date and time specified <b>in the BDS</b>. When so specified <b>in the BDS</b>, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified <b>in the BDS</b>.</p> <p>22.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with <b>ITB 8</b>, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<b>23 Late Bids</b>	<p>23.1 The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 22</b>. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<b>24 Withdrawal, Substitution, and Modification of Bids</b>	<p>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 <b>ITB 20.3</b>, (except that withdrawal notices do not</p>

	<p>require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <p>(a) prepared and submitted in accordance with <b>ITB 20</b> and <b>ITB 21</b> (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and</p> <p>(b) received by the Procuring Agency prior to the deadline prescribed for submission of Bids, in accordance with <b>ITB 22</b>.</p> <p>24.2 Bids requested to be withdrawn in accordance with <b>ITB 24.1</b> shall be returned unopened to the Bidders.</p> <p>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.</p>
<p><b>25 Bid Opening</b></p>	<p>25.1 Except as in the cases specified in <b>ITB 23</b> and <b>ITB 24.2</b>, the Procuring Agency shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified <b>in the BDS</b> 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 <b>ITB 22.1</b>, shall be as specified <b>in the BDS</b>.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any unconditional discounts, and any other details as the Procuring Agency may consider appropriate.</p> <p>25.6 Only Bids and unconditional discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Procuring Agency attending Bid opening in the manner specified <b>in the BDS</b>.</p> <p>25.7 The Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with <b>ITB 23.1</b>).</p> <p>25.8 The Procuring Agency shall prepare a record of the Bid opening that shall include,</p>
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	<p>as a minimum;</p> <p>(a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;</p> <p>(b) the Bid Price, per lot (item) if applicable, including any unconditional discounts;</p> <p>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.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>26 Confidentiality</b>	<p>26.1 Information relating to the evaluation of Bids and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the Notification of Intention to conclude the Framework Agreement is transmitted to all Bidders in accordance with <b>ITB 39.1</b>.</p> <p>26.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding <b>ITB 26.2</b>, from the time of Bid opening to the time of the Framework Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
<b>27 Clarification of Bids</b>	<p>27.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring</p>

	<p>Agency shall not be considered. The Procuring Agency’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the Evaluation of the Bids, in accordance with <b>ITB 31</b>.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency’s request for clarification, its Bid may be rejected.</p>
<p><b>28 Deviations, Reservations, and Omissions</b></p>	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) “Deviation” is a departure from the requirements specified in the Bidding document;</li> <li>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and</li> <li>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding document.</li> </ul>
<p><b>29 Determination of Responsiveness</b></p>	<p>29.1 The Procuring Agency’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in <b>ITB 11</b>.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance</li> </ul> </li> </ul>



	<p>of the Goods and Related Services specified in the Framework Agreement; or</p> <p>(ii) limit in any substantial way, inconsistent with the Bidding document, the Procuring Agency’s rights or the Bidder’s obligations under the Framework Agreement; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>29.3 The Procuring Agency shall examine the technical aspects of the Bid submitted in accordance with <b>ITB 16</b> and <b>ITB 17</b>, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.</p> <p>29.4 If a Bid is not substantially responsive to the requirements of Bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p><b>30 Nonconformities, Errors and Omissions</b></p>	<p>30.1 Provided that a Bid is substantially responsive, the Procuring Agency may waive any nonconformities in the Bid.</p> <p>30.2 Provided that a Bid is substantially responsive, the Procuring Agency may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>30.3 Provided that a Bid is substantially responsive, the Procuring Agency shall</p>

	<p>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 <b>in the BDS.</b></p>
<p><b>31 Correction of Arithmetical Errors</b></p>	<p>31.1 Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(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 Procuring Agency 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;</li> <li>(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</li> <li>(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.</li> </ul> <p>31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with <b>ITB 31.1</b>, shall result in the rejection of the Bid.</p>
<p><b>32 Conversion to Single Currency</b></p>	<p>32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified <b>in the BDS.</b></p>

<p><b>33 No Margin of Preference</b></p>	<p>33.1 No margin of preference shall apply in the Primary Procurement process and in any Secondary Procurement processes.</p>
<p><b>34 Evaluation of Bids</b></p>	<p>34.1 The Procuring Agency shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p> <p>34.2 To evaluate a Bid, the Procuring Agency shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots, as specified <b>in the BDS</b>; and the Bid Price as quoted in accordance with <b>ITB 14</b>;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with <b>ITB 31.1</b>;</li> <li>(c) price adjustment due to unconditional discounts offered in accordance with <b>ITB 14.4</b>;</li> <li>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with <b>ITB 32</b>;</li> <li>(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with <b>ITB 30.3</b>; and;</li> <li>(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.</li> </ul> <p>34.3 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Bid evaluation.</p> <p>34.4 The Procuring Agency’s evaluation of a Bid</p>

	<p>will exclude and not take into account:</p> <ul style="list-style-type: none"> <li>(a) in the case of Goods manufactured in the Procuring Agency’s Country, sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Bidder;</li> <li>(b) in the case of Goods manufactured outside the Procuring Agency’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Bidder;</li> <li>(c) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in Section B: Framework Agreement Specific Provisions.</li> </ul> <p>34.5 The Procuring Agency’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with <b>ITB 14</b>. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services or geographic location. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified <b>in the BDS</b> from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in <b>ITB 34.2(f)</b>.</p>
<p><b>35 Comparison of Bids</b></p>	<p>35.1 The Procuring Agency shall compare the evaluated costs of all substantially responsive Bids established in accordance with <b>ITB 34.2</b> to determine the ranking of Bids based on 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</p>

	<p>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 Related 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.</p>
<p><b>36 Qualification of the Bidder(s)</b></p>	<p>36.1 Before concluding a Framework Agreement(s), the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to <b>ITB 17</b>. 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.</p> <p>36.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.</p>
<p><b>37 Procuring Agency's Right to Accept Any Bid, and to Reject Any or All Bids</b></p>	<p>37.1 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted shall be promptly returned to the Bidders.</p>

<p><b>38 Standstill Period</b></p>	<p>38.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with <b>ITB 44</b>. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Conclude a Framework Agreement. Where only one Bid is submitted, or if this Primary Procurement process is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.</p>
<p><b>39 Notification of Intention to Conclude a Framework Agreement</b></p>	<p>39.1 The Procuring Agency shall send to each Bidder the Notification of Intention to Conclude a Framework Agreement(s) with the successful Bidder(s). The Notification(s) of Intention to Conclude shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) the name and address of the Bidder(s) submitting the successful Bid(s);</li> <li>(b) the price(s) of the successful Bid(s), or pricing mechanism(s);</li> <li>(c) the names of all Bidders who submitted Bids, and their Bid prices, or pricing mechanism(s), as readout, and as evaluated;</li> <li>(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the Notification on Intention to Conclude a Framework Agreement(s) is addressed) was unsuccessful, unless the price, or pricing mechanism(s) information in (c)) above already reveals the reason;</li> <li>(e) the expiry date of the Standstill Period;</li> <li>(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.</li> </ul>
<p><b>F. Conclusion of a Framework Agreement</b></p>	

<p><b>40 Framework Agreement Criteria</b></p>	<p>40.1 This is a Closed Framework Agreement.</p> <p>40.2 The Procuring Agency shall specify <b>in the BDS</b> and/or Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Bidder(s), with whom a Framework Agreement(s) may be concluded.</p>
<p><b>41 Notification to Conclude a Framework Agreement</b></p>	<p>41.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in <b>ITB 38.1</b> or any extension thereof, and upon satisfactorily addressing a complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Bidder(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Bidder.</p>
<p><b>42 No Obligation to Purchase</b></p>	<p>42.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Purchaser(s) to purchase any Goods under the Framework Agreement.</p>
<p><b>43 Non-exclusivity</b></p>	<p>43.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure the Goods from other suppliers who are not FA Suppliers.</p>
<p><b>44 Debriefing by the Procuring Agency</b></p>	<p>44.1 On receipt of the Procuring Agency’s Notification of Intention to Conclude a Framework Agreement(s), referred to in <b>ITB 39.1</b>, an unsuccessful Bidder has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p> <p>44.2 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that</p>

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



	<p>(a) name and address of the Procuring Agency, and if applicable, all participating Purchasers;</p> <p>(b) name and reference number of the Framework Agreement being concluded, and the selection method used;</p> <p>(c) names of all Bidders that submitted Bids, and their Bid prices, or pricing mechanisms, as read out at Bid opening, and as evaluated;</p> <p>(d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and</p> <p>(e) the name(s) of the successful Bidder(s), the duration of Framework Agreement(s), and a summary of its scope.</p> <p>46.2 The Conclusion of Framework Agreement Notice shall be published on the Procuring Agency’s website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency’s Country, or in the official gazette. The Procuring Agency shall also publish the Conclusion of Framework Agreement Notice in UNDB online.</p>
<p><b>47 Procurement Related Complaint</b></p>	<p>47.1 The procedures for making a Procurement-related Complaint are as specified <b>in the BDS</b>.</p>
<p><b>G. Secondary Procurement Process for awarding a Call-off Contract</b></p>	
<p><b>48 Method and criteria for award of Call-off Contract</b></p>	<p>48.1 The Secondary Procurement method that shall apply in selecting FA supplier and awarding a Call-off contract is specified <b>in the Framework Agreement</b> (Framework Agreement, Schedule 3, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Suppliers must continue to be qualified and eligible, and the</p>

	<p>Goods must continue to be eligible, as per the criteria stipulated in this RFB. The Purchaser may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.</p>
<b>49 Adjustment to the Base Price</b>	49.1 The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified in Framework Agreement, Section B: Framework Agreement Specific Provisions.



## Section II - Bid Data Sheet (BDS)

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

A.	General
<b>ITB 1.1 and 1.2 (p)</b>	<p>The Procuring Agency is: <b>Ministry of Water and Environment</b></p> <p>The reference number of the Request for Bids (RFB) is: MWE/ SUPLS/20-21/00001</p> <p>The name of the RFB is: <b>Supply of Pipes and Fittings .</b></p>
<b>ITB 1.2 (l) or (t)</b>	This Primary Procurement will conclude a <b>Single-User Framework Agreement</b>
<b>ITB 1.2 (p)</b>	<p><b>Purchasers</b></p> <p>The Purchaser(s) that are permitted to purchase under the Framework Agreement is:</p> <p><b>Ministry of Water &amp; Environment (MWE)</b>  <b>Kabalega Crescent Close, Plot 3-7, Luzira, Kampala, Uganda</b></p>
<b>ITB 1.2 (m) or (u)</b>	<p><b>Single-Supplier Framework Agreement</b></p> <p>This Primary Procurement intends to conclude a Single-Supplier Framework Agreement.</p>
<b>1.2 (w)</b>	<p><b>Term of Framework Agreement</b></p> <p>The Framework Agreement shall be for a Term of <b>3 years</b> from the commencement date stated in the Framework Agreement. <b>The initial term may be extended by a maximum of two additional years.</b></p>
<b>ITB 2.1</b>	<p>The Borrower is: <b>Ministry of Water and Environment, a Ministry under the Government of the Republic.</b></p> <p>Loan or Financing Agreement amount: <b>USD 280M</b></p> <p>The name of the Project is: <b>Integrated Water Management and Development Project</b></p>
<b>ITB 4.1</b>	The maximum number of members in a Joint Venture (JV) shall be: <b>Two (2).</b>

<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank’s external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>B. Contents of the RFB Document</b>	
<b>ITB 7.1</b>	<p>For <b>clarification of Bid purposes</b> only, the Procuring Agency’s address is:</p> <p>Attention: <b>John Kateregga</b></p> <p>Address: <b>Plot 3-7 Kabalega Crescent Road, Luzira</b></p> <p>Floor/ Room number: <b>Room – PDU on ground floor</b></p> <p>City: <b>Kampala</b></p> <p>Country: <b>Uganda</b></p> <p>Email address: <a href="mailto:kateregga9@hotmail.com">kateregga9@hotmail.com</a>, <a href="mailto:herbert.nuwamanya@mwe.go.ug">herbert.nuwamanya@mwe.go.ug</a> and <a href="mailto:hashakimana.godfrey@gmail.com">hashakimana.godfrey@gmail.com</a></p> <p>Requests for clarification should be received by the Procuring Agency no later than: 1 week before the submission deadline</p> <p><a href="http://www.mwe.go.ug">Web page: www.mwe.go.ug</a></p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The <b>language of the Bid</b> is <b>English</b>
<b>ITB 11.1 (h)</b>	The Bidder shall submit the following additional documents in its Bid:
<b>ITB 14.2</b>	Prices quoted for items (contract) shall correspond at least to one hundred percent of the items specified in the Price Schedules. Prices quoted for each item shall correspond to <i>one hundred</i> percent of the estimated quantities over the FA period specified in the Price Schedules for the item.
<b>ITB 14.3</b>	The price to be quoted in the Letter of Bid in accordance with <b>ITB 12.1</b> shall be the total bid price for the specified items, as applicable.
<b>ITB 14.6</b>	The <b>Incoterms</b> edition that will apply to Framework Agreement Call-off Contracts is: Incoterms 2020.
<b>ITB 14.7 (b)(i) and</b>	<b>Named place(s) of destination</b> , as per Incoterms used, are: <b>Kampala</b>

(c)(v)	
ITB 14.7 (a)(iii) (b)(ii) and (c)(v)	<b>Final Destination/s (Project Sites namely: Lira, Mbale, Kabale, Wakiso and Kyenjojo</b> will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for <b>CIP</b> , the Purchaser will pay the Supplier the reasonable costs 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). The Purchaser will also pay the Supplier, for price quoted EXW, the reasonable costs for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site).
ITB 15.1	The Bidder <b>is</b> required to quote in the currency of the Procuring Agency'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): 15 years following acceptance of the Goods by the Purchaser under a Call-off Contract.
ITB 17.2 (a)	<b>Manufacturer's authorization</b> is required
ITB 17.2 (b)	<b>After sales service</b> is required
ITB 18.1	The <b>Bid validity period</b> shall be 120 days from bid submission i.e December 14 2020
ITB 20.1	In addition to the original of the Bid, the <b>number of copies</b> to be delivered to the Procuring Agency is <b>(3) three</b> copies.
ITB 20.3	The written confirmation of <b>authorization to sign</b> on behalf of the Bidder shall consist of <b>Registered Powers of Attorney fully signed and registered in accordance with the Uganda Stamps Act, registry of documents, and witnessed by the Commissioner for Oaths.</b>
<b>D.</b>	<b>Submission</b>
	<b>and Opening of Bids</b>
ITB 22.1	For <b>Bid submission</b> purpose only, the Procuring Agency's address is: Attention: <b>John Kateregga, Head Procurement and Disposal Unit</b> Street Address: <b>Plot 3-7 Kabalega Crescent Road, Luzira</b> Floor/ Room number: <b>Room – PDU on ground floor</b>

	<p>City: <b>Kampala</b></p> <p>Country: Uganda</p> <p><b>The deadline for Bid submission is:</b></p> <p>Date: 26<sup>th</sup> August, 2020</p> <p>Time: 11:00am</p> <p>Bidders <b>shall not</b> have the option of submitting their Bids electronically.</p>
<b>ITB 25.1</b>	<p>The <b>Bid opening</b> shall take place at:</p> <p>Street Address: <b>Ministry of Water &amp; Environment (MWE), Plot 3-7 Kabalega Crescent Road, Luzira</b></p> <p>Floor/ Room number <b>Room – PDU on ground floor</b></p> <p>City: <b>Kampala</b></p> <p>Country: <b>Uganda</b></p> <p>Date: 26<sup>th</sup> August 2020</p> <p>Time: 11:35am</p>
<b>ITB 25.6</b>	The Letter of Bid shall be numbered and initialed by two representatives of the Procuring Agency conducting Bid opening.
<b>E.</b>	<b>Evaluation</b>
<b>and Comparison of Bids</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the <b>average</b> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
<b>ITB 32.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert, at the selling exchange rate, all Bid prices expressed in various currencies into a single currency is <b>Uganda Shillings</b>.</p> <p>The source of exchange rate shall be <b>the Bank of Uganda</b></p> <p>The date for the exchange rate shall be date of bid submission...</p>
<b>ITB 34.2(a)</b>	<p>Evaluation will be done for <b>Items</b></p> <p>Bids will be evaluated on Item by Item basis</p>
<b>ITB 34.5</b>	The consideration of other factors during the evaluation, in addition to the Bid Price quoted, include the factors set out below as more fully described in Section III, Evaluation and Qualification Criteria;

	<p>(a) <b>Life cycle costs:</b> the costs during the life of the Goods or equipment “<b>No</b>”.</p> <p>(b) The performance and productivity of the equipment offered; <b>No</b></p>
<b>Concluding a</b>	
<b>Framework Agreement</b>	
<b>ITB 45</b>	<p><b>Signing the Framework Agreement</b></p> <p>The Bidder shall sign, date and return the Framework Agreement within 14days of receipt of the same.</p>
<b>ITB 47</b>	<p>The procedures for making a Procurement-related Complaint are detailed in Annex III of the <a href="#">Procurement Regulations for IPF Borrowers</a>. If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;"><b>For the attention: John Katerega</b></p> <p style="padding-left: 40px;"><b>Title/position: Head Procurement and Disposal Unit</b></p> <p style="padding-left: 40px;"><b>Procuring Agency: Ministry of water and Environment</b></p> <p><b>Email address:</b> <a href="mailto:kateregga9@hotmail.com">kateregga9@hotmail.com</a>,  <a href="mailto:herbert.nuwamanya@mwe.go.ug/hashakimana.godfrey@gmail.com">herbert.nuwamanya@mwe.go.ug/hashakimana.godfrey@gmail.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the Procuring Agency’s Bidding Documents; and</li> <li>2. the Procuring Agency’s decision to conclude a Framework Agreement.</li> </ol>





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

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

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## 1. Evaluation of Bids (ITB 34)

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

### **Criteria for a Single-Supplier Framework Agreement:**

The Procuring Agency will conclude the Framework Agreement with 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
- (c) *meets the Post qualification requirements*
- (d) Evidence of meeting Qualification required as submitted by bidder confirmed to be accurate through Purchaser's due diligence

## 3. Post Qualification Criteria (ITB 37.1)

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

### **(a) If the Bidder is a manufacturer:**

#### **(i) Financial Capability**

The Bidder shall furnish documentary evidence in form of Audited book of accounts for the past three years. That it meets the following financial requirement(s): Annual turnover of at least twice the bid price

#### **(ii) Experience and Technical Capacity**

The Bidder shall furnish documentary evidence in form certificates, letters of acceptance of goods to demonstrate that it meets the following experience requirement(s):

- a) General experience of at least Five (5) years in supply of Pipes and fittings
- b) Specific experience of at least three (3) contracts of similar goods in scope, nature and value in the past five (5) years.

#### **(iii) Documentary Evidence**

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Have successfully been used in tropical climates similar to that in Uganda for the last 8 years.

- (iv) For firms registered in Uganda, provide evidence of income tax clearance

Due diligence shall be carried out to ascertain the authenticity of the information provided in section (i) – (iv) above

- (b) If Bidder is not a manufacturer:

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 following qualifications:

- (i) **Financial Capability**

The Bidder shall furnish documentary evidence in form of Audited book of accounts for the past three years. That it meets the following financial requirement(s): Annual turnover of at least twice the bid price

- (ii) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence in form certificates, letters of acceptance of goods to demonstrate that it meets the following experience requirement(s):

- i. General experience of at least Five (5) years in supply of Pipes and fittings
- ii. Specific experience of at least three (3) contracts of similar goods in scope, nature and value in the past five (5) years.

- (iii) **Documentary Evidence**

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: Have successfully been used in tropical climates similar to that in Uganda for the last 8 years.

- (iv) For firms registered in Uganda provide evidence of income tax clearance

Due diligence shall be carried out to ascertain the authenticity of the information provided in section (i) – (iv) above.

# Section IV - Bid Forms

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# Letter of Bid

## Primary Procurement - Framework Agreement Goods

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

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

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

### **Framework Agreement - Goods**

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

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

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

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

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

“We have neither been suspended nor declared ineligible by the Purchaser(s) based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser’s Country in accordance with **ITB 4.7**” or
- (e) **Conformity:** We offer to supply, in conformity with the RFB document and in accordance with Section VII- Schedule of Requirements, the following Goods: *[insert a brief description of the Goods and Related Services];*

**Bid Price:** *currencies”*

**For Single Supplier FA**

“The total price of our Bid, excluding any discounts offered in item (f) below is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*”

- (f) **Unconditional Discounts:** The unconditional discounts offered are: [Specify in detail each unconditional discount offered.]

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

- (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 and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (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**;
- (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 Procuring Agency’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 RFB process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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



## Bidder Information Form

### Primary Procurement - Framework Agreement Goods

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

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

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

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

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

## Bidder's JV Members Information Form Primary Procurement - Framework Agreement Goods

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

Date: *[insert date (as day, month and year) of Bid submission]*  
RFB No.: *[insert number of RFB process]*  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

## **Price Schedule Forms**

## Single-Supplier FA- Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

Date: _____ RFB No: _____ Page N° _____ of _____						
1	2	3	4	5	6	7
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Estimated Quantity over FA period and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.7(b)(i)	CIP Price per line item (Col. 5x6)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>
<b>Total Price</b>						
<p><i>Note to the Purchaser:</i></p> <ul style="list-style-type: none"> <li>• <i>Information for columns 1, 2, 4, and 5 to be inserted by the Purchaser</i></li> <li>• <i>If the final destinations are known at the time of issuance of the bidding document for primary procurement process add a column requesting "price per line item for inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination specified in BDS</i></li> </ul>						

## Single-Supplier FA- Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\*

Date: _____									
RFB No: _____									
Page N° _____ of _____									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Estimated Quantity over FA period and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.7(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.7(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.7(c)(iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.7(c)(i) (Col. 5×8)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.7(c)(iv)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line item net of custom duties and import taxes]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>
<b>Total Price</b>									
<p><i>Note to the Purchaser:</i></p> <ul style="list-style-type: none"> <li>• <i>Information for columns 1, 2, 4, and 5 to be inserted by the Purchaser</i></li> <li>• <i>If the final destinations are known at the time of issuance of the bidding document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procuring Agency’s Country to convey the Goods to their final destination specified in BDS</i></li> </ul>									

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

*and the price net of import duties which is the difference of those values.]*

## Single-Supplier FA- Price Schedule: Goods Manufactured in the Purchaser's Country

Date: _____						
RFB No: _____						
Page N° _____ of _____						
1	2	3	4	5	6	7
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Indicative Quantity over FA period and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.7(a)(ii))
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>
				Total Price		
Name of Bidder <i>[insert complete name of Bidder]</i> Signature of Bidder <i>[signature of person signing the Bid]</i> Date <i>[insert date]</i>						
<p><i>Note to the Purchaser:</i></p> <ul style="list-style-type: none"> <li>• <i>Information for columns 1, 2, 3, and 4, to be inserted by the Purchaser</i></li> <li>• <i>If the final destinations are known at the time of issuance of the bidding document for primary procurement process add a column requesting "price per line item for inland transportation and other Related Services required in the Procuring Agency's Country to convey the Goods to their final destination specified in BDS</i></li> </ul>						

## Single- Supplier FA- Price and Completion Schedule - Related Services

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

1	2	3	4	5	6	7	8
Item No.	Item Description	Estimated Quantity over the FA period and physical unit	Description of Services (excludes inland transportation and other Related Services required in the Procuring Agency’s Country to convey the Goods to their final destination)	Country of Origin	Related Service Completion Period	Unit price	Total Price per Item (Col. 3*7 or estimate)
<i>[insert item number]</i>	<i>Insert name of Good</i>	<i>insert number of units to be supplied and name of the physical unit]</i>	<i>[insert name of Service]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Related Service Completion Period per item]</i>	<i>[insert unit price per item]</i>	<i>insert total price per item]</i>
					<i>Total Price</i>		

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

*Note to the Purchaser:*

- *Information for columns 1, 2, 3, 4, and 6 to be inserted by the Purchaser*



## Manufacturer's Authorization

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

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

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

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

### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the Call-off Contract General Conditions of Contract (GCC) (as set out in the Framework Agreement, Schedule 4), 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]*

## **Section V - Eligible Countries**

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

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

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



# Section VI - Fraud and Corruption

(Section VI shall not be modified)

## 1. Purpose

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

## 2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.



## **PART 2 – Supply Requirements**





# Section VII - Schedule of Requirements

## Contents

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## **Notes for Preparing the Estimate Schedule of Requirements**

### Estimated Schedule of Requirements- Supply of Pipes and Fittings

Line Item	Description of Goods	Physical unit	Indicative Quantity per Specified Period [e.g. Year/Quarter etc.] [if applicable]			Indicative total Quantity required over the term of the FA	Delivery Period** as per Incoterms	Named Place/s of Destination	Final Place/s of Destination (Project Site) [if known]
	HDPE Pipes		Year 1	Year 2	Year 3				
1	20mm PN 10	m	120,000	120,000	120,000	360,000	90 days	Lira/Mbale/Kabale/Wakiso/Kyenjojo	
2	25mm PN 10	m	80,000	80,000	80,000	240,000	90 days	Lira/Mbale/Kabale/Wakiso/Kyenjojo	
3	32mm PN 10	m	50,000	50,000	50,000	150,000	90 days	Lira/Mbale/Kabale/Wakiso/Kyenjojo	
4	40mm PN 10	m	20,000	20,000	20,000	60,000	90 days	Lira/Mbale/Kabale/Wakiso/Kyenjojo	
5	50mm PN 10	m	20,000	20,000	20,000	60,000	90 days	Lira/Mbale/Kabale/Wakiso/Kyenjojo	
6	63mm PN 10	m	20,000	20,000	20,000	60,000	90 days	Lira/Mbale/Kabale/Wakiso/Kyenjojo	
7	75mm PN 10	m	5,000	5,000	5,000	15,000	90 days	Lira/Mbale/Kabale/Wakiso/Kyenjojo	
8	90mm PN 10	m	5,000	5,000	5,000	15,000	90 days	Lira/Mbale/Kabale/Wakiso/Kyenjojo	

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



### **3. Technical Specifications**

#### **Summary of Technical Specifications.**

##### **Introduction**

The Goods and Related Services shall comply with following Technical Specifications and Standards:

1.1 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.

1.2 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

1.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following acceptance of the Goods by the Purchaser (if a Call-off Contract is awarded to the Bidder as a FA Supplier).

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

1. **HDPE PIPES to DIN 8074 & UNBS US 482:2002**

<b>PN 10</b>			
<b>Sn</b>	<b>OD (mm)</b>	<b>WALL THICKNESS (mm)</b>	<b>METERS (Per Roll)</b>
1	20	1.90	100-200
2	25	1.80	100-200
3	32	1.90	100-200
4	40	2.40	100
5	50	3.00	100
6	63	3.80	100
7	75	4.50	100
8	90	5.40	100

2. **HDPE FITTINGS ALL TO PN 16**

(ii) **90 DEGREE ELBOW**

<b>S/N</b>	<b>size (mm)</b>
1	20 X 20
2	25 X 25
3	32 X 32
4	40 X 40
5	50 X 50
6	63 X 63
7	75 X 75
8	90 X 90

(iii) **FEMALE ELBOW**

<b>S/N</b>	<b>size</b>
	20 X 1/2"
1	25 X 3/4"
2	32 X 3/4"
3	32 X 1"
4	40 X 1 1/4"
5	50 X 1 1/2"
6	63 X 2"

## (iv) MALE ELBOW

S/N	
	20 X 1/2"
1	25 X 3/4"
2	32 X 1"
3	40 X 1 1/4"
4	50 X 1 1/2"
5	63 X 2"

## (v) 90 DEGREE TEE

S/N	
	20 X 20 X20
1	25 X 25 X25
2	32 X 32 X 32
3	40 X 40 X 40
4	50 X 50 X 50
5	63 X 63 X 63
6	75 X 75 X 75
7	90 X 90 X 90

## (vi) REDUCING TEE

S/N	
	25 X 20 X 25
1	32 X 25 X 32
2	40X32X40
3	50 X 25 X 50
4	50 X 32 X 50
5	50 X 40 X 50
6	63 X 32 X 63
7	63 X40 X 63
8	63 X50 X 63
9	75 X 63 X 75

## (vii) FEMALE TEE

S/N	
	20 X 1/2" X 20
1	20 X 3/4" X 20
2	25 X 3/4" X 25
3	25 X 1" X 25
4	32 X 1" X 32
5	40 X 1" X 40
6	40 X 1 1/4" X 40
7	50 X 1 1/2" X 50



8	63 X 2" X 63
9	75 X 2 1/2" X 75
10	90 X 3" X 90

## (viii) MALE TEE

S/N	20 X 1/2" X 20
1	25 X 3/4" X 25
2	32 X 1" X 32
3	40 X 1 1/4" X 40
4	63 X 2" X 63

## (ix) UNION

S/N	SIZE
1	20 X 20
2	25 X 25
3	32 X 32
4	40 X 40
5	50 X 50
6	63 X 63
7	75 X 75
8	90 X 90

## (x) CLAMP SADDLE

S/N	25 X 1/2"
1	25 X 3/4"
2	32 X 1/2"
3	32 X 3/4"
4	32 X 1"
5	40 X 1/2"
6	40 X 3/4"
7	40 X 1"
8	50 X 1/2"
9	50 X 3/4"
10	50 X 1"
11	50 X 1 1/4"
12	50 X 1 1/2"
13	63 X 1/2"
14	63 X 3/4"
15	63 X 1"
16	63 X 1 1/2"
17	75 X 1/2"
18	75 X 3/4"

19	75 X 1"
20	75 X 1 1/2"
21	75 X 2"
22	90 X 1/2"
23	90 X 3/4"
24	90 X 1"
25	90 X 1 1/2"
26	90 X 2"

## (xi) REDUCER UNION

S/N	25 X 20
1	32 X 20
2	32 X 25
3	40 X 25
4	40 X 32
5	50 X 25
6	50 X 32
7	50 X 40
8	63 X 25
9	63 X 32
10	63 X 40
11	63 X 50
12	75 X 63
13	90 X 63
14	90 X 75
15	110X90

## (xii) END CAP

S/N	20
1	25
2	32
3	40
4	50
5	63
6	75
7	90

**3. ADAPTOR****(i) COMPRESSION FLANGE ADAPTOR**

	50 X 1 1/2"
1	63 X 2"
2	75 X 2 1/2"
3	90 X 3"

**(ii) MALE ADAPTOR**

1	20 X 1/2"
2	20 X 3/4"
3	25 X 3/4"
4	25 X 1"
5	32 X 1"
6	40 X 1 1/2"
7	40 X 1 1/4"
8	50 X 1 1/2"
9	63 X 2"
10	63 X 2 1/2"
11	75 X 2 1/2"
12	90 X 3"

**(iii) FEMALE ADAPTOR**

S/N	SIZE (mm X Inch)
1	20 X 1/2"
2	20 X 3/4"
3	25 X 3/4"
4	25 X 1"
5	32 X 1"
6	32 X 1 1/4"
7	40 X 1 1/4"
8	40 X 1 1/2"
9	50 X 1 1/2"
10	63 X 1 1/2"
11	63 X 2"
12	75 X 2 1/2"
13	i. 3"

**4. Galvanized Iron (GI) Pipes to BS 1387**

S/N	SIZES	LENGTH	WALL THICKNESS
	<u>CLASS - B</u>	(Mtrs)	(mm)
1	1/2"	5.8	2.60

**5. Galvanised Iron (GI) Fittings to BS 1387**

S/N	Description	
1	GI Elbows 90 Degree	1/2"
2	GI Elbows 45 Degree	1/2"
3	GI Nipples	1/2"
4	GI Bends	1/2"
5	GI Sockets	1/2"
6	GI Unions	1/2"

**6. PEX BRASS FITTINGS & ACCESSORIES BS5154, BS1010, BS5412 and BS1212**

S/N	Description	
1	Brass Bib Tap	1/2"
2	Brass Gate Valves	1/2"

**Drawings**

This RFB document includes *NO* drawings but shall conform to the standards

**Inspections and Tests**

The following inspections and tests shall be performed:

1. Hydraulic tests i.e. pressure testing of the pipes at 1.5 times more than the pressure rating of the pipes supplied at the point of installation

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

# **Procuring Agency Forms**

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# Notification of Intention to Conclude a Framework Agreement

For the attention of Bidder's Authorized Representative

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

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

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

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

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

Procuring Agency: **Ministry of Water & Environment (MWE)**

Project: **Integrated water management and development project**

Framework Agreement title: **Supply of pipes and fittings**

Country: **Uganda**

Loan No. : *P16378*

RFB No: **MWE/SUPLS/20-21/00001**

**Date of transmission:** .....

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

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

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

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

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

**All Bidders**

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

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

**How to request a debriefing**

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

You may request a debriefing in relation to the results of the evaluation of your Bid. If you



decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

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

**Attention: John Kateregga**

**Title/position: Head Procurement and Disposal Unit**

**Agency: Ministry of Water and Environment**

**Email address: kateregga9@hotmail.com**

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

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

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

## How to make a complaint

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

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

**Attention: : John Kateregga**

**Title/position: Head Procurement and Disposal Unit**

**Agency: Ministry of Water and Environment**

**Email address: kateregga9@hotmail.com**

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

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [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 procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III).

### **Standstill Period**

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

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

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

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

On behalf of the Procuring Agency:

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

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

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

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

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



# Notification to Conclude a Framework Agreement

*[Use letterhead paper of the Procuring Agency]*

*[Date]*

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

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

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

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

**Authorized Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title/position:** \_\_\_\_\_  
**Name of Agency:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

Attachment: Framework Agreement

## **PART 4 – Framework Agreement**

# Framework Agreement

This Framework Agreement MWE/SUPLS/19-20/..... is made for the supply of **Pipes and fittings** on the ----- day of -----,

between

**The Ministry of Water and Environment, “the Ministry of the Government of Uganda and .....**

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

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

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

**Section A:** Framework Agreement General Provisions

**Section B:** Framework Agreement Specific Provisions

**Schedule 1:** Schedule of Requirements

**Schedule 2:** Price Schedules

**Schedule 3:** Secondary Procurement- N/A

**Schedule 4:** Call-off Contract: General Conditions of Contract (GCC)

**Schedule 5:** Forms for Call-off Contract-

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Government of Uganda on the day, month and year indicated above.

“For and on behalf of the Purchaser:”

“For and on behalf of the Responsible Agency”

Signed: -----

Full name: -----

Agency: Ministry of Water and Environment

In the capacity of: Permanent Secretary

In the presence of -----

For and on behalf of the Supplier:

Signed: -----

Full name: -----

In the capacity of: -----

In the presence of -----

# Section A: Framework Agreement General Provisions (FAGP)

*[the following text must not be modified by the Purchaser.]*

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# Section A

## Framework Agreement General Provisions (FAGP)

1

- Definitions** 1.1 The following words and expressions shall have the meanings hereby assigned to them
- (a) **“Bank”** means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors.
  - (b) **“Base Price”** is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with **FA Specific Provision FAGP 8.1**.
  - (c) **“Business Day”** is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays.

- (d) **“Call-off Contract”** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
- (e) **“Closed Framework Agreement”** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.
- (f) **“Commencement Date”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
- (g) **“Contract Price”** is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (h) **“Day”** means calendar day.
- (i) **“Goods”** means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the **FA**

**Specific Provisions,** that the Supplier is required to supply to the Purchaser under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.

- (j) **“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).
- (k) **“Incoterms”** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).
- (l) **“Lead Purchaser”**, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and

administration of the Framework Agreement for use by the other participating Purchasers as specified in the **FA Specific Provisions.** All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.

Agreement for use by the other participating Purchasers as specified in the **FA Specific Provisions.** All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.

All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.

Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.

All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.

(m) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the **FA Specific Provisions;**

(n) **“Purchaser”** is the Borrower’s agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework

Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.

- (o) **“Purchaser’s Country”** is the country specified in the **FA Specific Provisions**.
- (p) **“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination.
- (q) **“Responsible Agency”**, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the

Responsible Agency.

- (r) **“Secondary Procurement”** is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- (s) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Purchaser, as specified in the **FA Specific Provisions**.
- (t) **“Supplier”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.
- (u) **“Term”** mean the duration of this Framework Agreement as described in the **FA Specific Provisions** starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if

- permitted in the **FA Specific Provisions.**
- 2 Agreement Documents**
- Framework**
- 2.1 This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FA Specific Provisions.**
- 3 obligations**
- Supplier's**
- 3.1 The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the

Goods cease to be eligible.

- 3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:
- (a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements,
  - (b) at the Contract Price specified in the Call-off Contract, and
  - (c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 3.4 If specified in the **FA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its bid and still to be delivered, the Supplier shall offer to the Purchaser(s) of the Call-off Contracts the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Purchaser (s).
- 3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, Schedule 4, and Call-off Contract Special



4

**Qualification and Eligibility****Continued**

4.1

Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.

The Supplier, shall continue to have the nationality of an eligible country as specified in the **FA Specific Provisions**. A Supplier or subcontractor, 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.

4.2

All Goods and Related Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries as specified in the **FA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. ineligible Countries, if any, are listed

in the **FA Specific Provisions**.

4.3 To continue to be eligible the Supplier shall not have been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework as described in Section B, Framework Agreement General Provisions. Where the Supplier has been so sanctioned it will be ineligible for the duration of the period of time as the Bank shall have determined.

4.4 The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5

**Term**

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall

continue until the end of the Term specified in the **FA Specific Provisions**.

5.2 Where permitted in the **FA Specific Provisions**, the Term may be extended, at the Purchaser's sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier no less than three (3) months' notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than a total of five (5) years.

**6**  
**ive**

**Representat**

6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

**7**  
**Lead Purchaser or Responsible Agency**

**Role of**

7.1 Where there is a Lead Purchaser or Responsible

Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Purchaser or Responsible Agency. The Lead Purchaser or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.

7.2 Where no Lead Purchaser or Responsible Agency has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in **FAGP 6.1** above, in relation to communications and notices etc., apply to the Purchaser.

8	<b>Price</b>	<b>Contract</b>	8.1	The Contract Price for each Call-off Contract, shall be determined as specified in the <b>FA Specific Provisions</b> .
9	<b>e Security</b>	<b>Performanc</b>	9.1	The Purchaser may require a Performance Security from the Supplier in relation to the

performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.

10

**Language**

10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Purchaser and Supplier, shall be written in the language specified in the **FA Specific Provisions**. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.

10.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

11

**Notices**

11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FA Specific Provisions**. A

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

**12**  
**Corruption**

**Fraud and**

12.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as set forth in the Appendix to this Framework Agreement General Provisions (Fraud and Corruption).

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

**13**  
**inspections and audit**

**Records,**

13.1 The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time

changes and costs.

- 13.2 Pursuant to paragraph 2.2 e. of the Appendix to this Framework Agreement General Provisions (Fraud and Corruption), the Supplier shall permit, and shall cause its subcontractor(s) 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 Framework Agreement, and/or any Call-off Contract(s) awarded under the Framework Agreement, in relation to the procurement process, selection, contracting, execution or implementation, 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 **FAGP 12.1**, 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).

**14**  
**1 Information**

- Confidentialia** 14.1 The Purchaser and the Supplier shall keep confidential and shall not, without the consent In

Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.

14.2 The obligation of a party under **FAGP 14. 1.** above, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract
- (b) now, or in future, 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
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

**15**  
**Law**

**Governing**

15.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of the Purchaser's country, unless



- otherwise specified in the **FA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.
- 16**  
**the Framework Agreement**
- Change to**
- 16.1 Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.
- 17**  
**n of the Framework Agreement**
- Terminatio**
- 17.1 The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:
- (a) in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, or
  - (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per **FAGP 4**. or
  - (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Purchaser, or
  - (d) the Supplier becomes

bankrupt or otherwise insolvent.

17.2 The Purchaser may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

**18**  
**e of expiry or termination**

**Consequenc**

18.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.

**19**  
**resolution in relation to this Framework Agreement**

**Dispute**

19.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.

19.2 Where parties have

exhausted the process described in **FAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.

**20** **Dispute**  
**resolution in relation to Call-off Contracts**

20.1 The Purchaser and the Supplier for a Call-off Contract 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.

20.2 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 provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FA Specific Provisions**.

20.3 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.

# Appendix

## to Section A: Framework Agreement General Provisions

### Fraud and Corruption

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

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this Appendix 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 subcontractors, 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, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible:
  - i. to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>4</sup>
  - ii. to be a nominated<sup>5</sup> subcontractor, 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 subcontractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>6</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>4</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated subcontractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an Addendum or amendment introducing a material modification to any existing contract.

<sup>5</sup> A nominated subcontractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>6</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## Section B: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FASP) shall supplement and/or amend the Framework Agreement General Provisions (FAGP). Whenever there is a conflict between the FAGP and FASP, the provisions of the FASP shall prevail.

<b>Framework Agreement General Provision</b>	<b>Description</b>
<b>FAGP 1.1 (i) Goods</b>	This Framework Agreement relates to the purchase and supply, under a separate Call-off Contract, of <b>Supply of pipes and fittings</b> . The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.
<b>FAGP 1.1 (l), (m) &amp; (s) Single/Multi-User</b>	<b>This is a Single User Framework Agreement.</b>
<b>FAGP 1.1 (o) Purchaser' Country</b>	The Purchaser's Country is: <b>Uganda</b>
<b>FAGP 2.2 Framework Agreement Documents</b>	This Framework Agreement comprises the following documents: <ul style="list-style-type: none"> <li>a. Framework Agreement, including all Sections and Schedules,</li> <li>b. Notice of Conclusion of a Framework Agreement, and</li> <li>c. Letter of Bid (from Primary Procurement process)</li> </ul>
<b>FAGP 4. Eligibility</b>	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <b>none</b>
<b>FAGP 5.1 Term</b>	The Term of this Framework Agreement is <b>3 years</b> from the Commencement Date.

<p><b>FAGP 5.2</b> <b>Term extension(s)</b></p>	<p><b>The initial term may be extended by a maximum of two additional years.</b></p>
<p><b>FAGP 6.1</b> <b>Representatives</b></p>	<p><b><u>Purchaser's Representatives</u></b></p> <p>The name and contact details of the Purchaser's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name: Permanent Secretary Ministry of Water and Environment Address: P.O. Box 20026, Kampala-Uganda Phone: 0414-220229E-mail: ps@mwe.go.ug</p>
<p><b>FAGP 6.1</b> <b>Representatives</b></p>	<p><b><u>Supplier's Representatives</u></b></p> <p>The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name: Title/position: Address: Phone: Mobile: E-mail:</p>
<p><b>FAGP 8.1</b> <b>Contract Price</b></p>	<p>The Contract Price that will apply to the purchase of Goods under a Call-off Contract shall be the Base Price stipulated in the Framework Agreement, Schedule 2, subject to provisions below and any additional price for inland transportation and other services not included in the Base Price required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ.</p>
<p><b>FAGP 8.1</b> <b>Contract Price</b></p>	<p><b>Adjustments to the Base Price</b></p> <p>The Base Price offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.</p>
<p><b>FAGP 3.1 &amp; 8.1</b></p>	<p>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,</p>



<p><b>Contract Price</b></p>	<p>promulgated, abrogated, or changed in the place of the Purchaser’s Country where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base 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 Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with <b>FAGP 8.1</b>.</p>
<p><b>FAGP 10.1 Language</b></p>	<p>The language of this Framework Agreement, and any Call-off Contract is English</p>
<p><b>FAGP 20.2 Dispute Resolution in relation to Call-off Contract.</b></p>	<p>The rules of procedure for arbitration proceedings shall be as follows:                  “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.”                   “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.”                   The place of arbitration will be <b>Kampala-Uganda</b></p>

# **SCHEDULE 1: Schedule of Requirements**

## **Contents**

1. List of Goods and Delivery Period
2. List of Related Services and Completion Period
3. Technical Specifications
4. Drawings
5. Inspections and Tests

# **SCHEDULE 2: Price Schedules**

## **Contents**

1. Goods Manufactured Outside the Purchaser's Country, to be imported
2. Goods Manufactured Outside the Purchaser's Country, already imported
3. Goods Manufactured in the Purchaser's Country
4. Price for Related Services

## **SCHEDULE 3: Secondary Procurement-N/A**

This Schedule 3 is **NOT APPLICABLE** since this is a **Single User- Framework Agreement**

# **SCHEDULE 4: Call-off Contract General Conditions of Contract**

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# Call-off Contract

## General Conditions of Contract (GCC)

### Preamble

The following Call-off Contract General Conditions of Contract apply to any Call-off Contract awarded under this Framework Agreement between the Purchaser and the Supplier. These General Conditions of Contract shall be supplemented by the Call-off Contract Special Conditions of Contract contained in the individual Call-off 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) and/or the International Development Association (IDA), whether acting on its own account, or in its capacity as administrator of trust funds provided by other donors.
  - (b) **“Contract”** means a Call-off Contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties are the Purchaser and Supplier.
  - (c) **“Contract Documents”** means the documents listed in the Call-off Contract, including any amendments thereto.
  - (d) **“Contract Price”** means the price payable to the Supplier as specified in the Call-off Contract, 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 these General Conditions of Contract that apply to a Call-off Contract.
  - (h) **“Goods”** means all of the commodities, raw material, machinery, 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 Framework Agreement (FA) Specific Provisions**.
- (j) **“Purchaser”** means the entity purchasing the Goods and Related Services, if applicable, as specified in the Call-off Contract.
- (k) **“Related Services”** if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in the Call-off Contract.
- (l) **“SCC”** means the Special Conditions of Contract as set out in an individual Call-off 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 that has concluded a Framework Agreement by the Purchaser to deliver, under a Call-off Contract, the Goods, and perform the Related Services, as and when required.
- (o) **“Project Site,”** where applicable, means the place named in the **SCC**.

## 2. Contract Documents

- 2.1 All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract 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 World Bank Group’s Sanctions Framework, as set forth in the Appendix to these 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 Call-off 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 **FA Specific Provisions**. 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 specified in the **FA Specific Provision**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of Goods and services prohibitions in the Purchaser's Country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of Goods from that country or any payments to any country, person, or entity in that country.
- 10. Settlement of Disputes**
- 10.1 Settlement of Disputes for Call-off Contracts shall be as specified in the SCC.
- 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 the Appendix to the Call-off Contract General Conditions of Contract (the Bank's Fraud and Corruption provisions), 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.
- 11.3 The Supplier's and its Subcontractors' and subconsultants' attention is drawn to **GCC 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 Call-off Contract.
- 13. Delivery and**
- 13.1 Subject to **GCC Sub-Clause 33.1**, the Delivery of the Goods and

- Documents** Completion of the Related Services shall be in accordance with the Delivery and Completion dates, or schedule, specified in the Call-off Contract. 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 dates or 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 be in accordance with the provisions of the Framework Agreement, Schedule 2, after the application of any price adjustments authorized in the **SCC**, with the exception of a price obtained through competitive quotations (mini-competition) at the Secondary Procurement selection stage.
- 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 arbitration award.
- 17. Taxes and Duties** 17.1 For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

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

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

## **18. Performance Security**

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

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

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

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

## **19. Copyright**

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

## **20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the

Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under **GCC Clause 20**.

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

20.3 The obligation of a party under **GCC Sub-Clauses 20.1** and **GCC Sub-Clauses 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 Clause 3** and **GCC Clause 7**.

## **22. Specifications**

22.1 Technical Specifications and Drawings

**and Standards**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards more fully described in the Framework Agreement, Schedule 1: 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 Framework Agreement, Schedule 1: 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 Related Services, including additional Related Services, if any, specified in the 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 Related 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 Framework Agreement, Schedule 1: Schedule of Requirements, **and/or 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 7 (seven) days prior to (i) in case of Direct Contracting, the date of issuance of Letter of Award of Call-off contract or (ii) in case of mini-competition, the date of Request for Quotation, 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 Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Contract Price, then such Delivery Period 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 and/or Change in Laws and Regulations, where applicable, in accordance with the Framework Agreement.

**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 of the Goods, or any Related Services.

33.5 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 Goods, or any Related Services.

33.6 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 SCC** 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 **GCC Sub-Clause 33.5 (a) to (d)** above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 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 27**, 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 the World Bank Group's Sanctions Framework, as set forth in the Appendix to these 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 Sub-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 Related 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 **GCC Sub-Clause 35.3**.



# Appendix

## to Call-off Contract General Conditions of Contract

### Fraud and Corruption

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

#### 1. Purpose

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

#### 2. Requirements

2.3 The Bank requires that Borrowers (including beneficiaries of Bank financing); Bidders (applicants/proposers), consultants, contractors and suppliers; any subcontractors, 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.

2.1 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, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible:
  - i. to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup>
  - ii. to be a nominated<sup>2</sup> subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and 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;

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 subcontractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank

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

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

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

## **SCHEDULE 5: Forms for Call- Off Contract**

## Call-off Contract Forms

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# Sample Letter of Award of Call-off Contract

*[modify as appropriate]*

*[use letterhead paper of the Purchaser]*

*[date]*

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

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

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

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

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

*[Insert the following if Performance Security is required: “You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security Forms included in the Framework Agreement Secondary Procurement Forms. “]*

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment: Call-off Contract**

## Call-off Contract for the supply of Goods

<b>Framework Agreement (FA):</b>	<i>Supply of Pipes and Fittings</i>
<b>FA Date:</b>	-----
<b>FA reference number:</b>	-----
<b>Goods:</b>	<i>[short title for type of Goods]</i>

Purchaser:		Supplier:		
[name of Purchaser] [address]		[name of Supplier] [address]		
GOODS (GCC 1.1 i)				
Code	Product name	Quantity	Unit price	Total
[insert code]	[description of Goods]	[number]	[price]	[amount]
Special instructions/comments:		<b>Total</b>		
<b>Required Delivery period as per INCOTERMS</b> <b>[See Delivery Periods in the FA]</b>		[insert period] as per applicable INCOTERMS		

<b>RELATED SERVICES (GCC 1.1 I)</b>				
<b>Code</b>	<b>Name/description of service</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
[insert code]	[Describe the Related Services covered under <b>GCC Sub-Clause 25.2</b> and/or Framework Agreement Schedule 1: Schedule of Requirements. The price quoted in Schedule 2 of the Framework Agreement or as agreed with the selected Supplier shall be included in the Contract Price.]	[number]	[price]	[amount]
Special instructions/comments:		<b>Total</b>		
<b>Required Completion period [See Completion Periods in the FA]</b>		[insert period]		

<b>Contract Documents (GCC 2)</b>
<p>1) 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.</p> <ul style="list-style-type: none"> <li>(a) Letter of Award of Call-off Contract</li> <li>(b) Supplier’s Quotation (if applicable)</li> <li>(c) Addenda No. ___ (if any)</li> <li>(d) Special Conditions of Call-off Contract</li> </ul> <p>and by reference the following documents:</p> <ul style="list-style-type: none"> <li>(e) Framework Agreement,</li> <li>(f) Section A- Framework Agreement General Provisions,</li> <li>(g) Section B- Framework Agreement Specific Provisions</li> <li>(h) Schedule 1: Schedule of Requirements [insert relevant items from schedule 1 as applicable to the Call-off contract such as technical specifications, any drawings, and</li> </ul>



*inspection and tests]*

(i) Schedule 4: Call-off Contract General Conditions of Contract

(j) *[List any other document]*

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

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

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

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

For and on behalf of the Supplier

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

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

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

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

Attachment

1. Special Conditions of Call-off Contract
2. Supplier's Quotation (if applicable)
3. *[Any other documents]*

## Special Conditions of Call-off Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Call-off Contract (GCC). Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail.

<p><b>(Project Site/Final Destination)</b> GCC 1.1(o)</p>	<p>The Project Site(s)/Final Destination(s) are: <b>Lira, Kyenjojo, Mbale, Kabale and Wakiso</b></p>
<p><b>Incoterms</b> GCC 4.2 (b)</p>	<p>The edition of Incoterms that shall apply is <b>intercom 2010</b></p>
<p><b>Addresses for notices</b> GCC 8.1</p>	<p>For <b>notices</b>, the Purchaser’s address shall be:</p> <p>Attention: <b>Head of Procurement</b></p> <p>Street Address: <b>Kabalega Crescent Close, Plot 3-7, Luzira</b></p> <p>Floor/ Room number: <b>PDU-Ground Floor</b></p> <p>City: <b>Uganda</b></p> <p>Country: <b>Uganda</b></p> <p>Electronic mail address: <a href="mailto:kateregga@hotmail.com">kateregga@hotmail.com</a></p> <p><u>Address for notices to the Supplier:</u></p> <p>Name: -----</p> <p>Title:-----</p> <p>email address</p>
<p><b>Settlement of Disputes</b> GCC 10.1</p>	<p>The settlement of disputes for Call-off Contracts shall be in accordance with <b>FAGP 20.2</b></p>
<p><b>Shipping and other documents to be provided</b> GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier where applicable are: <i>a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details.</i></p> <p>The above documents shall be received by the Purchaser before arrival of the Goods, if the mode of payment is through letter of</p>

	credit as so specified in <b>GCC Sub-Clause 16.1</b> . If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise
<b>Contract Price</b> GCC 15.1	The prices charged for the Goods supplied and any related Services performed <b>shall not</b> , be adjustable.
<b>Terms of payment</b> GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Call-off Contract shall be as follows:</p> <p><b>1. Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in <i>agreed currency in the following manner:</i></p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee in the amount and currencies equal to the advance payment amount valid until the Goods are delivered and in the form provided in the Bidding document or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Shipment:</b> Thirty (30) 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 <b>GCC Clause 13</b>.</p> <p>(iii) <b>On Acceptance:</b> Sixty (60) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in <b>Uganda Shillings</b> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>2. Payment for Goods and Services supplied from within the Purchaser's Country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in <i>in Uganda Shillings</i> as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent</p>

	<p>amount and in the form provided in the Bidding document or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Delivery:</b> Sixty (60) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in <b>GCC Clause 13</b>.</p> <p>(iii) <b>On Acceptance:</b> The remaining thirty (30) 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><b>Interest due for late payment</b> GCC 16.5</p>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 90 days.</p> <p>The interest rate that shall be applied is the supplier's bank's prime lending rate at the date when the interest starts to apply</p>
<p><b>Performance Security</b> GCC 18.1</p>	<p>A Performance Security <b>shall be</b> required.</p>
<p><b>Form of Performance Security</b> GCC 18.3</p>	<p>the Performance Security shall be in the form of: <b>10%</b></p> <p>the Performance security shall be denominated in "a freely convertible currency acceptable to the Purchaser" <i>or</i> "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"</p> <p>If Bank Guarantee is from a foreign financial institution, the foreign institution will have a local corresponding Bank in the borrower's country to facilitate enforcement of the Guarantee.</p>
<p><b>Discharge of Performance Security</b> GCC 18.4</p>	<p>Discharge of the Performance Security shall take place: <b><i>Shall be as specified in GCC 18.4</i></b></p>
<p><b>Packing, marking and documentation</b> GCC 23.2</p>	<p>The packing, marking and documentation within and outside the packages and engraving on the pipes shall be: <b>Ministry of Water &amp; Environment – Integrated Water Management &amp; Development Project</b></p>
<p><b>Insurance cover</b> GCC 24.1</p>	<p>The insurance coverage shall be as specified in the Incoterms.</p>
<p><b>Transportation</b> GCC 25.1</p>	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>In addition, <b>The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs</b></p>

	<b>shall be included in the Contract Price</b>
<b>Inspections and tests</b> GCC 26.1	The inspections and tests shall be: as per the Framework Agreement Schedule 1: Schedule of Requirement,
<b>Site of inspections and tests</b> GCC 26.2	The Inspections and tests shall be conducted at site of Installation:
<b>Liquidated damages</b> GCC 27.1	The liquidated damage shall be <b>01.0%</b> per week. The maximum amount of liquidated damages shall be <b>10%</b>
<b>Warranty</b> GCC 28.3	The period of validity of the Warranty shall be 365 days. For purposes of the Warranty, the place(s) of final destination(s) shall be: <b>Lira, Kyenjojo, Mbale, Kabale and Wakiso</b> <i>Sample provision</i> In partial modification of the GCC provisions, the warranty period shall be 5,760 hours of operation or 12 months from date of acceptance of the Goods or 18 months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. . If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with <b>GCC Sub-Clause 26.7</b> ,
<b>Repair/replacement</b> GCC 28.5 GCC 28.6	The period for repair or replacement shall be <b>21</b> days.

## Performance Security

### Option 1: (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

**Performance Guarantee No.:** *[Insert guarantee reference number]*

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

**Framework Agreement No.:** *[insert Purchaser's reference for the Framework Agreement]*

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

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Call-Off 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 Call-off Contract, a performance guarantee is required.

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

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

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Notification to Conclude a Framework Agreement, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GCC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this

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

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*[signature(s)]*

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

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

## Option 2: Performance Bond

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

WHEREAS the Supplier has entered into a Call-off Contract (hereinafter called the “Contract”), 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 \_\_\_\_\_

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# Advance Payment Security Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

**Advance Payment Guarantee No.:** *[Insert guarantee reference number]*

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

**Framework Agreement No.:** *[insert Purchaser's reference for the Framework Agreement]*

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

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

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

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

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

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

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

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.

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*[signature(s)]*

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