

Request for quotations for Goods

(International bidding)

Procurement of water pollution measurement devices for the Department of Environmental Monitoring under the Ministry of Natural Resources, Ecology and Technical Supervision of the Kyrgyz Republic

Ref #: *CREWSP/G/C.2.3/RFQ/3*

Name: *Procurement of water pollution measurement devices for the Department of Environmental Monitoring*

Project: *Climate Resilient Water Services Project*

Purchaser: *Water Resources Service under the Ministry of Water Resources, Agriculture and Processing Industry of the Kyrgyz Republic*

Recipient: *Department of Environmental Monitoring under the Ministry of Natural Resources, Ecology and Technical Supervision of the Kyrgyz Republic*

Country: *Kyrgyz Republic*

Issued on: *April 23, 2024*

REQUEST FOR QUOTATIONS

Climate Resilient Water Services Project (CRWSP), Water Resources Service under the Ministry of Agriculture of the Kyrgyz Republic

RFQ #.: CREWSP/G/C.2.3/RFQ/4

Title: “Procurement of water pollution measurement devices for the Department of Environmental Monitoring”

Date of request for proposals: April 23, 2024

For: All bidders

Dear Suppliers,

Request for Quotation (RFQ)

1. This RFQ is intended to supply water pollution measurement instruments for the Department of Environmental Monitoring under the Ministry of Natural Resources, Ecology and Technical Supervision of the Kyrgyz Republic to strengthen institutional capacity for climate resilient water management at the local and national level.
2. The Water Resources Service received funding from the International Development Association to finance the costs of the “**Climate Resilient Water Services Project**” (CRWSP) and intends to use part of the proceeds of this grant for payments under the CREWSP/G/C.2.3/RFQ/4 for water pollution measurement instruments for the Department of Environmental Monitoring under MNRETS within the framework of the Climate Resilient Water Services Project (CRWSP),
3. Department for the implementation of the project "Improvement of water management services resistant to climate change" at the WRS, hereby requests suppliers to submit their bids for the supply of devices for measuring water pollution levels, presented in Appendix 1: "Customer Requirements" of this Request for Proposals (RFP).

Qualifications

- a. *Certificate from the tax service and the social Fund on the absence of debt 28 days before the submission of the tender offer (only for residents of the Kyrgyz Republic);*
- b. *A copy of the State Registration Certificate;*
- c. *Provide a copy of successfully completed contracts (acts) (supply and installation of similar equipment) completed over the past 3 years (2021-2023) with similar technical characteristics of water pollution measuring devices). For a joint venture, this requirement must be fulfilled by all participants combined.*
- d. *Manufacturer's permission for the following products: Bod detection device;*
- e. *Availability of a service center in the Buyer's country (specify the address).*

Fraud and corruption

4. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and applicable sanctions policies and procedures set out in the WBG Sanctions Framework, as set out in the annex to the Contract Terms (Annex A).
5. To further implement this policy, Suppliers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers and personnel to permit the Bank to inspect all accounts, records and other documents relating to RFQ and contract performance (if awarded), and to have them audited by auditors appointed by the Bank.

Eligible goods (and related services, if applicable)

6. All Goods *and related services to be supplied under the Contract and financed by the Bank* may originate in any country in accordance with paragraph 10.

Relevant requirements suppliers

7. If the Supplier is a joint venture (JV), all participants shall be jointly and severally liable for the performance of the entire Contract in accordance with the terms of the Contract. The JV must appoint a representative who will have the authority to conduct all business for and on behalf of each and every member of the JV during the request for quotation process and, if the JV is awarded a contract, during the execution of the contract.
8. The supplier may have the citizenship of any country, subject to the restrictions provided for in paragraphs 9 and 10 below. The Supplier shall be deemed to have the nationality of a country if it is incorporated, registered or incorporated in that country and operates in accordance with the provisions of the laws of that country, as evidenced by its constitution (or equivalent constitutional or association documents) and its incorporation documents, as applicable. This criterion shall also apply in determining the nationality of proposed subcontractors or sub consultants for any part of the Contract, including Related Services.
9. Firms and individuals may not be allowed to participate in the tender if it is specified in paragraph 10 below, and:
 - (a) If the country of the Borrower, by law or official regulation, prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not prevent effective competition in the supply of Goods or contracting for the performance of necessary works or services; or
 - (b) If by act of implementing a decision of the UN Security Council under Chapter VII of the UN Charter, the country of the Borrower shall prohibit any importation of Goods or contracting for works or services from that country, or any payments to any country, person or entity in that country.
10. In accordance with paragraphs 6 and 8, for the information of suppliers, firms, goods and services from the following countries are currently excluded from this procurement process:
 - (a) Paragraphs 6 and 9 (a): *no*.
 - (b) Paragraphs 6 and 9 (b): *no*.

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11. A Supplier sanctioned by the Bank, in accordance with the Bank's Anti-Corruption Guidelines, in accordance with the applicable sanctions policy and procedures set out in the WBG Sanctions Framework, as described in the annex to the Contract Terms (Annex A) paragraph 2.2 d, shall not be entitled to submit Quotations, be awarded or otherwise benefit from a Bank-financed contract, financial or otherwise, for such period of time as the Bank may determine. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>
 12. Suppliers that are state-owned enterprises or institutions in the Purchaser's country may only be eligible to bid and receive the Contract(s) if they can demonstrate, in a manner acceptable to the Bank, that they:
 - (a) legally and financially autonomous;
 - (b) act within the framework of commercial law; and
 - (c) are not under the control of the Purchaser.
 13. The supplier must not have a conflict of interest. Any supplier found to have a conflict of interest shall be disqualified. A supplier may be considered to have a conflict of interest for the purposes of this request for quotation process if it:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Supplier submitting a Quoted Bid;
 - (b) receives or has received any direct or indirect subsidy from another Supplier submitting a Quoted Bid;
 - (c) has the same legal representative as the other Supplier that submitted the Quotation Bid;
 - (d) has a relationship with another Supplier submitting a Quotation, either directly or through a common third party, which puts it in a position to influence the other Supplier's Quotation or to influence Purchaser's decisions regarding this request for quotation process; or
 - (e) or any of its affiliates has participated as a consultant in the preparation of the design or technical specifications of the Goods or Related Services that are the subject of the request for quotation process; or
 - (f) or any of its affiliates has been (or is proposed to be) employed by the Purchaser or the Borrower to perform the Agreement; or
 - (g) will provide Goods, works or non-consulting services arising from or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, which it provides or has been provided by any affiliate that directly or indirectly controls, is controlled by or is under the general control with this firm; or
 - (h) has close business or family relationships with professional employees of the Borrower (or the project implementing agency, or the recipient of a portion of the loan) who: (i) are directly or indirectly involved in the preparation of the request for quotation or specifications and/or the evaluation of quotations, the subject matter of the Contract; or (ii) will be involved in the implementation or supervision of such Contract, unless the conflict arising from such relationship has been resolved in a

manner acceptable to the Bank throughout the process of request for quotations and execution of the Contract.

Manufacturer's permission

14. A Supplier that does not manufacture or produce the Goods it proposes to supply must submit a Manufacturer's Permit, using the form included in this RFQ, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply those Goods to Purchaser's country.

The validity of the proposals

15. Proposals are valid until **60 calendar days** from the date specified as the deadline for submitting proposals.

Quotation price

16. Prices must be indicated as follows:
 - (a) For Goods shipped from the Purchaser's country:
 - (i) the price of the Goods as quoted by EXW, including all customs duties, sales taxes, and other taxes already paid or payable on components and raw materials used in the manufacture or assembly of the Goods;
 - (ii) if known, any sales tax of the Purchaser's country and other taxes that will be payable on the Goods if the Contract is awarded to the Supplier; and
 - (iii) the cost of domestic transportation, insurance, and other local services required to deliver the Goods to their final destination *in accordance with Annex A to the technical specifications - Project Section 1*.
 - (b) For Goods shipped from outside the Purchaser's country:
 - (i) **CIP price of the Goods, named place of destination in Purchaser's Country: CIP - Bishkek.**
 - (c) for Ancillary Services other than domestic transportation and other services required to deliver the Goods to their final destination, **if such Ancillary Services are listed in the Schedule of Requirements**, the price of each item that includes the Ancillary Services (subject to any applicable taxes in the Buyer's country).

The prices offered by the Supplier remain fixed during the entire period of the Supplier's performance of the contract and are not subject to change.

17. The Supplier may quote its price in a foreign currency of its choice in addition to the currency of the Purchaser's country (for any local charges, if applicable).

Clarifications

18. Any request for clarification regarding this RFQ may be submitted in writing *to* satykanova@water.gov.kg up to **May 8, 2024, 18:00**. The Purchaser will send copies of its response to all suppliers, including a description of the request, but without indicating its source.

Quotation submission

19. Quotations are submitted in the form given in Annex 2 and *by e-mail - satykanova@water.gov.kg*. Quotes submitted as email attachments must be scanned, non-editable images. *To facilitate the procurement process, the Purchaser may require copies of the same quotation bids in other formats (for example, in Word or Excel)*].
20. Deadline for submission of quotation bids: ***until 14.00, May 14, 2024 (local time)***

The address for submitting quotation bids is as follows:

**Kyrgyz Republic, Bishkek, Toktonalieva, 4a, room 103,
Climate Resilient Water Services Project (CRWSP),
Project Implementation Unit within the Water Resources Service under the Ministry
of Agriculture of the Kyrgyz Republic,
Tel.: +996312 54 91 03,
email: satykanova@water.gov.kg**

The Purchaser is not responsible if the proposal is sent to another e-mail.

Opening quotes

21. Quoted bids will be opened by the representatives of the Purchaser immediately after the deadline for submission of quotation bids.

Evaluation of quotes

22. Proposals will be evaluated for compliance with technical specifications, delivery and completion schedules and any other requirements of the RFP.
23. The comparison shall be based on CIP (Final Destination) prices for Goods shipped from outside the Purchaser's country and EXW prices plus the cost of domestic transportation and insurance to the destination for Goods shipped from the Borrower's country; together with prices for any necessary installation, training, commissioning and other services. Prices do not take into account customs duties and other taxes levied on imported goods quoted by the CIP, as well as sales taxes and similar taxes levied in connection with the sale or delivery of goods.
26. The lowest estimated price will be determined after the correction of any arithmetic errors and other agreed adjustments, if any.
27. Quotations will be evaluated for the entire lot for this RFQ. If the Price List contains items but no prices, it is assumed that their prices are included in the prices of other items. It is assumed that an item not listed in the Price List is not included in the Offer, and provided that the Offer is substantially compliant, the average price of the item offered by suppliers who are substantially compliant will be added to the Offered Price and thus determined the equivalent total price of the Offer will be used for price comparison.
28. For evaluation and comparison purposes, the currency(s) of the Offers shall be converted into a single currency. The currency that is used for comparison purposes to convert at the selling rate of offered prices expressed in different currencies into a single currency is:

Kyrgyz som. The source of the exchange rate is: *National Bank of the Kyrgyz Republic - www.nbkr.kg*. Date establishing course exchange is *May 14, 2024*.

Contract Award

29. The Contract will be awarded to the Supplier/Suppliers who:
- (a) is eligible for the program and offers eligible Products;
 - (b) offers the lowest estimated price,
 - (c) the technically corresponding proposal, and
 - (d) guarantees delivery, in accordance with the delivery period/periods.
30. The Purchaser shall invite the successful Supplier(s) by the most expeditious means [*e.g., e-mail*] for any discussions/negotiations that may be necessary to conclude the contract or otherwise to sign the contract.

The Purchaser will also send the successful bidder a request for a beneficial ownership disclosure form containing additional beneficial ownership information. The Beneficial Ownership Disclosure Form must be submitted within five (5) business days of receipt of this request.

31. The Purchaser shall inform other Suppliers of its decision to award the contract as soon as possible. An unsuccessful supplier may request clarification as to why his proposal was not considered successful. Purchaser will answer on this request within a reasonable time.
32. The Purchaser shall publish the contract award notice on its publicly accessible website, if available, or in a national circulation newspaper or UNBDR online publication within 15 days of awarding the contract. The information must include the name of the winning supplier, the price of the contract, the duration of the contract, a brief description of its scope, as well as the names of the suppliers and their quoted and estimated prices.

Attachments:

- a) Annex 1: Purchaser Requirements**
- b) Annex 2: Quote Form**
- c) Annex 3: Forms of contracts**

On behalf of the Purchaser:

Signature: _____

Name: U.T. Torogeldiev

Title/position: Director of the PIU

ANNEX 1: Purchaser's requirements

1.1. List goods and delivery time

No.	Product description	Quantity	Unit	Named Place of Destination (for CIP) or Nominal seat (for FCA)	Final destination (place of conclusion of the contract) in accordance with the DRM	Incoterms (CIP, EXW, FCA)	date of delivery	
							Delivery date, in calendar days	Delivery date proposed by the Bidder [to be specified by the Bidder]
1	2	3	4		5	6	7	8
1	BOD5 determination instrument 12 position with incubator cabinet	3	pcs	Bishkek	34, Baitik Baatyr str., DEM at MNRETS KR	CIP/EXW	no more than 110 days	[indicate the number of days from the effective date of the Contract]
2	Rotary Mill	1	pcs					
3	Laboratory water purification system for obtaining water of the first type (deionizer)	2	pcs					

1.2. Related service

No.	Service description	Required amount	The place where the Services are to be rendered	The period of completion of services in calendar days (from the date of conclusion of the contract)
1	Installation	3	34, Baitik Baatyr str., DEM at MNRETS KR	no more than 110 days
2	Training	3		
3	Metrological support (The device is by definition BOC 5 12-position with an incubator cabinet)	1		
4	Working documentation	3		
5	Equipment warranty	3 years		

TECHNICAL SPECIFICATIONS

Specifications of Device for determining BOD 5, Rotary mill and Laboratory water purification system for the Department of Environmental Monitoring

All requirements listed in this section are mandatory unless otherwise noted.

1.1. Common technical requirements

1.1.1. Requirements for the offered goods and services

All of the requirements listed below are mandatory.

1. All items must be new, unused, including the latest improvements, and meet or exceed the requirements of the Technical Specifications.
2. The supplier must provide the goods in working order. Bidders must include in their offer all components and works necessary to meet this requirement;
3. The equipment and all its components, as well as the materials used, must be new and have the manufacturer's trademark on the packaging;
4. All supplied equipment must be serial;
5. The stock of operating adjustments (if any) in the supplied equipment must ensure the use of the equipment in all climatic zones of the Kyrgyz Republic;
6. Supplied equipment must provide:
 - operability within the standards established in the technical specifications and certificates for the equipment;
 - maintainability (the adaptability of the product to perform various maintenance and repair works);
 - convenience and safety of operating personnel when performing work.
7. Goods and services that are certified according to recognized international standards and that ensure at least equal quality are also acceptable.

1.1.2. Requirements for the bid

1. The bidder must provide documented information on the results of operational tests, theoretical or experimental assessments, confirming the compliance of the supplied goods, equipment with technical parameters. The bidder must provide information on the required qualifications and the number of engineering and technical personnel of the Environmental Monitoring Department for the operation of the equipment and its maintenance.
2. The tender offer of the bidder must include calculations of operating costs to ensure the operation of the equipment for 3 years on a year-round basis. Calculations of operating costs should include calculations for maintenance, spare parts and consumables. The required calculations will not be used in evaluating the offer and will not be included in the offer price.

1.1.3. Operating conditions

Unless expressly stated otherwise, and based on the manufacturer's recommendations, the equipment and all included equipment must operate at altitudes up to 4,000 meters above sea level, at an air temperature of -50 to +55 degrees Celsius and a relative humidity of up to 80%.

1.1.4. Certification Requirements

The supplier must submit copies of certificates of conformity or other relevant international certificates for all offered goods, equipment.

1.1.5. Documentation Requirements

1. The supplier must provide 1 (one) set of documentation with a detailed description of the equipment. Documentation must be in English and Russian, in paper form. If the manufacturer does not have user documentation in Russian, it is allowed to provide (in addition to user documentation in the original language) a translation into Russian. The authenticity of the translation must be confirmed by the Supplier. Documentation in the form of photocopies is not allowed. If the manufacturer of the respective equipment releases user documentation in electronic form, you must additionally provide this manual in electronic form, one set per delivery location.
2. For each product, equipment provided by the Supplier, the Supplier must provide 1 (one) set of technical documentation from the manufacturer. This documentation must be in Russian or English, in paper or electronic form. It is not allowed to provide documentation in paper in the form of photocopies.

1.1.6. Responsibilities of the Recipient (DEM) and the Purchaser (PIU):

- Supplier's admission to the installation site;
- Organization of on-site training;
- Appointment of a responsible person to work with the Supplier;
- Carrying out acceptance testing and signing the acceptance certificate;
- Carrying out payments under the contract after signing the acceptance certificate and providing an invoice for payment;
- Providing other assistance for the successful performance of the contract by the Supplier.

1.1.7. Specifications of the required equipment:

#	Component name or characteristic	Quantity	Unit.	Technical Specifications
1.	Device for determining BOD 5 - 12 position, with an incubator cabinet	3	pcs	<p>Included:</p> <p>1) Respirometry BOD measurement system BOD self-test instrument with 12 measuring units, with direct display of BOD value on the measuring head, universal power supply from 100 to 240 VAC, 50/60 Hz; accessories.</p> <p>2) Incubator cabinet for 2 systems (12 standard bottles each), with insulating glass front door, 230 VAC, 50 Hz, R600a refrigerant.</p> <p>- number of sample places -12, - reading range - 1...4000 mg/l, - measurement range -1...90 mg/l, - acceptable error limit $\pm 20\%$,</p>

				<ul style="list-style-type: none"> - sensor dimensions Ø70x70 mm, - mixer rotation speed of at least 180...450 rpm, - mixer power supply 220 V. <p>Guarantee:</p> <p>At least 3 years</p>
2.	Rotary mill	1	pc.	<p>The rotary impact mill is designed for preliminary and fine grinding. The design and components of the mill must ensure dust-free operation in the room.</p> <p>Availability of adjustable grinding speed in the range from 3000 to 10000 rpm.</p> <p>The grinding chamber, hopper and internal surfaces in contact with the material must be made of high-quality stainless steel.</p> <p>The initial particle size is at least 25 mm.</p> <p>Peripheral rotor speed in the range from 22 to 72 m/s.</p> <p>The funnel is removable.</p> <p>The volume of the receiving vessel is at least 3 liters.</p> <p>Drive 3-phase motor.</p> <p>Power supply 200 - 240 V.</p> <p>Electrical network type 1-phase.</p> <p>The presence of an electric engine brake.</p> <p>Protection degree IP 41 or higher.</p> <p>Power consumption is no more than 2.5 kW.</p> <p>The kit should include:</p> <ul style="list-style-type: none"> - Rotor or crosspiece, or hammer, filter bag and receiving vessel, support frame with wheels; - Pre-grinding device with 10 mm holes; - Support frame with wheels; - Support frame with sanding insert 180°; - Sieve 180° made of stainless steel with trapezoidal holes 10 mm;

				<ul style="list-style-type: none"> - Sieve 180° made of stainless steel with trapezoidal holes 3 mm; - Sieve 180° made of stainless steel with trapezoidal holes 0.2 mm; - Ring filter with trapezoidal hole, for 5 l capacity; - Collection container, 5 l, stainless steel; - Spare filter hose – 2 pcs; - Holder for hopper 3.5 l for feeder. - Ring filter with trapezoidal hole, for containers from 3 to 5 l; - Dust filter with clamping rings for ring filter (at least 15 filters); - Dust filter for a ring filter with a trapezoidal opening in the housing, at least 75 pcs; - Filter bag with clamp for 3-5 l vessel, length 220 – 230 mm; - Cyclone including 3- or 5-liter collection vessel (for use with industrial vacuum cleaner); - Industrial vacuum cleaner for mills, 230 V, 50/60 Hz. <p>Guarantee:</p> <ul style="list-style-type: none"> - At least 3 years
3.	<p>Laboratory water purification system</p> <p>to obtain water of the first type (deionizer)</p>	2	pc.	<p>Purpose:</p> <p>The water treatment system is designed to produce type I water from pre-treated water (with electrical conductivity <100 µS/cm) using the following methods:</p> <ul style="list-style-type: none"> - Distillation - Reverse osmosis <p>Deionization on ion exchange resins</p> <p>Technical requirements for equipment:</p> <p>Type I water productivity – up to 1.0 l/min.</p> <p>Equipment requirements:</p> <ul style="list-style-type: none"> - built-in electrical conductivity sensor at the outlet of the system to monitor water quality; - built-in circulation pump; - built-in UV lamp emitting two wavelengths at once (185/254 nm) complete with a deep

			<p>desalting cartridge with a volume of high-purity ion exchange resin H-OH resin of at least 1 liter;</p> <ul style="list-style-type: none"> - membrane sterilizing cartridge for final cleaning with a pore size of 0.2 microns with the ability to carry out at least 3 autoclaving cycles. - The sterilizing cartridge must consist of two-layer membrane 0.45 + 0.2 microns with a filtration area of at least 0.015 m². - The delivery package should include a bag made of gas-tight film for embedding it into a 5-liter water treatment system, in which water is stored without contact with air <p>Special equipment requirements:</p> <p>LCD touch display with real-time screen display:</p> <ul style="list-style-type: none"> - Quality of water leaving the system - Filling volume of the built-in container in liters - The presence of a function to display a message on the screen when notifying about errors. <p>Mandatory requirements:</p> <ul style="list-style-type: none"> - Russified menu with text support; - automatic control of parameters: electrical conductivity (resistivity) of water at the outlet of the system (type I water quality); - early warning function about the need to replace consumables; - with a circulation system to maintain water quality type I in the installation; - function of protection against overflow of the water storage system. <p>Purified water quality requirements:</p> <ul style="list-style-type: none"> - Specific electrical conductivity of type I is not more than 0.055 $\mu\text{S}/\text{cm}$ at 25C (Resistivity is not less than 18.2 MOhm*cm at 25C); - Total organic carbon (TOC) content for type I water – no more than 5 $\mu\text{g}/\text{l}$ with initial TOC \leq 50 $\mu\text{g}/\text{l}$
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				<p>Terms of Use:</p> <ul style="list-style-type: none"> - Relative humidity – no more than 80%; - Water temperature – 5-30 C; - Ambient temperature – 5-35 C. <p>Nominal electrical characteristics:</p> <ul style="list-style-type: none"> - Voltage – 100-240 (+10%) V - System power consumption – no more than 100 Watt, Frequency 50-60 Hz. <p>The package includes:</p> <ul style="list-style-type: none"> - Water treatment system - 1 pc. - A set of filters – at least 4 pcs. - Packages with resins – 4 pcs. - UV lamp – at least 2 pcs. - Sterile filters – at least 4 pcs. - Replacement Pump – 1 pc. - Installation and operation instructions in Russian. <p>Guarantee:</p> <p>At least 3 years. The supplier is required to provide proof of authority from equipment manufacturer company to perform service work and maintaining warranty obligations.</p>
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2.1.Related services

No.	Services list	Description	Note
1	Installation	<p>Installation at the place of use of the instrument must include:</p> <ul style="list-style-type: none"> • Delivery of equipment to the installation site. • Installation of all necessary components: power supply, ventilation, water supply, gas supply and others if necessary. • Equipment installation. • Start to work. • Functional test, adjustment of all components. <p>Setting up the analysis technique.</p>	<p>The departure of a service engineer to install positions for at least 3 working days.</p> <p>The person carrying out the installation must have the appropriate qualifications and knowledge of working with the equipment for installation</p>

2	Training	The supplier must submit the training program and handouts for approval by DEM 10 days before the start of the training. At the place of installation. Training of the Purchaser's specialists to work on the analyzer. Joint adjustment of analysis methods. Issuance of certificates. The term of training is at least 1 week for 6 academic hours daily, excluding installation time. The number of participants in agreement with the DEM.	During the entire warranty period, the Supplier shall support DEM employees in the use of equipment, respond to their requests and, if necessary, conduct repeated training (online or offline) in agreement with DEM.
3	Documentation	The operating manual for all equipment is in Russian. For a BPK5 - 12 positional device, with an incubator cabinet, a verification procedure, a type approval and conformity certificate must be submitted	In electronic and paper form.
4	Metrological support	Entry into the state register of measuring instruments of the Kyrgyz Republic. -.The device is, by definition, BPK5 12-position with an incubator cabinet. Submit a calibration and verification certificate.	At the expense of the supplier
5	3 year warranty	Service and repair of analyzers under warranty for 3 years from the date of signing the acceptance certificate. Spare parts and consumables: for 3 years	The response time for arising warranty cases should not exceed: - online 2 working days; - if necessary, the arrival of an engineer within 10 days.

The bidder must provide a full technical description of the proposed equipment, copying the technical requirements from the tender document in the bid is not acceptable to the Purchaser. Such proposals will be rejected as inappropriate.

2.1.1. Warranty Requirements

The supplier must provide the following warranty periods:

- *At least three (3) years for BOD5 determination instrument -12 position, with incubator cabinet and rotary mill, Laboratory water treatment system for obtaining water of the first type (deionizer).*

The warranty covers all supplied equipment and services. The warranty service period starts from the date of the Acceptance Certificate specified in the Contract.

- The Supplier provides the Recipient with a free "hot line" (contact phone, fax, e-mail address) to receive warranty service requests on working days from 10:00 to 19:00 (local time at the location of the Supplier). Calls to the "hot line" are accepted by the Supplier's employees or its Representative in Russian and are recorded in the application log with the assignment of a specific number, date, time of the call and contact information of the Beneficiary's representative. The response time to the request (providing advice by qualified personnel of the Supplier or its

Representative) should not exceed 4 (four) working hours.

- The Supplier is obliged to provide warranty service for the delivered products at no additional charge for both the Purchaser and the Recipient. Warranty service refers to the restoration of the operability of an individual device (or its part, assembly, component) if it fails for reasons not related to improper operation during the warranty period.
- Warranty service is carried out at the place of work, remotely (via the Internet) and at service centers if troubleshooting at the place of work is not possible. If it is necessary to deliver equipment to service centers and back, such delivery is carried out by the Supplier at its own expense.
- The Supplier shall ensure that during the warranty period all detected defects are corrected within 30 working days from the date of receipt of notification of the defect. The total warranty repair period shall not exceed 90 calendar days, provided that the Supplier provides similar functioning equipment for a repair period of more than 30 working days.
- The Supplier shall ensure that all spare parts that the Supplier installs on the equipment during the warranty period are manufactured and certified by the same manufacturer as the original components of the equipment and have no inferior performance to the original components.

2.1.2. TESTING AND QUALITY ASSESSMENT

A. Tests

General requirements.

Acceptance testing of equipment is carried out to verify compliance with the technical requirements contained in the Tender Documentation.

During the tests, the Supplier must demonstrate the uninterrupted operation of the equipment and individual devices included in its composition, in accordance with these Technical Requirements. The equipment presented for acceptance must be fully equipped in accordance with the operational documentation.

Acceptance tests are carried out in accordance with the "Acceptance Test Program" (ATP), previously developed by the Supplier and agreed with the Department of Monitoring, which should include checking the technical characteristics of the equipment and devices included in its composition.

Acceptance must include:

- equipment acceptance criteria;
- conditions and time of testing;
- names of persons responsible for conducting tests;
- scroll documents to be executed.

For acceptance testing, the following documentation must be submitted:

- Order of the DEM on carrying out acceptance tests indicating the points, terms, and responsible persons;
- acceptance test program;
- working documentation;
- copies of certificates.

1.1. Acceptance tests

Acceptance testing should be carried out at the place of delivery and installation of the equipment. Acceptance tests shall be carried out jointly with representatives of the Supplier and the purchaser.

Acceptance testing should primarily include verification of:

- inspection external type;
- coordination of unit numbers and equipment designs;
- checking the performance of individual devices and mechanisms;
- completeness and quality of additional equipment and documentation.

During testing and acceptance at the Purchaser's site, logistical support (required documentation, reference materials, consumables, etc.), as well as the provision of service personnel and vehicles, is provided by the Supplier.

The results of the tests are considered positive, and the equipment passes the tests if it is tested completely and consistently in accordance with the test program and meets all the characteristics specified in the bid.

The test results are considered negative, and the equipment is not tested if the test results show non-compliance with at least one of the characteristics. The supplier shall take measures to eliminate identified nonconformities. After elimination of deficiencies / inconsistencies, the tests should be repeated.

The results of the acceptance tests are documented:

- protocol of acceptance tests approved by authorized representatives of the Supplier and the Purchaser;
- the act of carrying out acceptance tests.
- the results of the tests provided for by the program are recorded in the test report.

Three copies of the acceptance test report (a copy of the Supplier, a copy of the Purchaser and a copy of the PIU) are transferred to the Supplier for further submission to the Purchaser in accordance with the terms of the Contract.

Upon completion of the complex acceptance tests, an Act is signed, which is the basis for payment.

2. CHECKLIST OF TECHNICAL REQUIREMENTS

Note to bidders. A technical requirements checklist is provided to assist the bidder in organizing and submitting their technical proposal. For each requirement, the bidder must describe how its technical proposal meets each requirement. The bidder must also provide appropriate cross-references to additional information (if any) included in the bid. These cross-references must point to the relevant document, page(s) and paragraph(s). The checklist of specifications does not take precedence over other specifications (or any other part of the tender documentation). If a requirement is not included in the checklist of technical requirements, this does not relieve the bidder from the obligation to include evidence of compliance with this requirement in the technical bid. One- or two-word responses (e.g., "Yes", "No", "Will comply", etc.) are usually not sufficient to demonstrate compliance with the Specification.

Cross references to technical specifications	Technical requirements according to technical specifications	Proposed technical solution	Bidder's cross-reference to information included in the technical proposal

ANNEX 2: Quotation Forms

Supplier quotation form

From :	[<i>Enter supplier name</i>]
Representative supplier :	[<i>Insert the name of the supplier's representative</i>]
Title / position :	[<i>Insert Title or Title of Representative</i>]
Address :	[<i>Enter supplier address</i>]
Electronic mail :	[<i>Please enter supplier email address</i>]

To :	<i>Climate Resilient Water Services Project</i>
Representative Purchaser :	<i>Ulan Torogeldiev</i>
Title / position :	<i>PIU Director</i>
Address	<i>Kyrgyz Republic, Bishkek, Bishkek, Toktonaliev st., 4a, office . No. 103, Project Implementation Unit within the Water Resources Service under the Ministry of Agriculture of the Kyrgyz Republic</i>
RFQ Ref No:	<i>CREWSP/G/C.2.3/RFQ/4</i>
Date of quotation:	_____

Dear *Ulan Turgunbekovich*,

SUBMISSION OF A COMMERCIAL PROPOSAL

1. Compliance and no reservations

In response to the aforementioned request for proposals, we offer to supply Goods and related services"] in accordance with this proposal and in accordance with the request for proposals, delivery and completion schedules and technical specifications. We confirm that we have studied and have no reservations to the RFQ, including the contract.

2. Acceptability

We meet the qualification requirements and have no conflict of interest, in accordance with the Request for Quotations. **Suspension and revocation**

We, and all of our subcontractors, suppliers, consultants, manufacturers or service providers under any part of the contract, are not subject to or controlled by any entity or individual subject to a temporary suspension or ban imposed by the World Bank Group, or a ban imposed by the World Bank Group pursuant to the Mutual Enforcement Agreement between the World Bank and other development banks. In addition, we are not incompetent under the laws of the

Purchaser's country or official regulations or under the decision of the United Nations Security Council.

3. Price quotation

The total price of our proposal is

_____ insert *the total offer price in words and numbers, indicating the various amounts and respective currencies*

4. Validity of quotes

Our proposal will be valid until the date specified in the RFQ and remains binding on us and may be accepted at any time before it expires.

5. Safety performance

If we receive a contract, we undertake to obtain a performance bond in accordance with the RFQ.

6. Commissions, rewards, honoraria

We have paid or will pay the following commissions, fees or charges in relation to this Quote [*If nothing has been paid or should be paid, enter " none "*].

Name recipient	Address	Basis	The amount

7. Not required to accept

We understand that you reserve the right to:

- a. accept or reject any Proposal and are not obligated to accept the lowest priced Offer or any other Proposal you may receive, and
- b. cancel the RFQ process at any time prior to the award of the Contract without incurring any liability to the Suppliers.

8. Fraud and corruption

We hereby confirm that we have taken measures to ensure that no person acting on our behalf or on our behalf engages in fraud and corruption.

On behalf of the Supplier:

Name of person duly authorized to sign the Quotation Application on behalf of the Supplier: [
insert the full name of the person duly authorized to sign the Quotation Application].

Position of the person signing the Quoted Bid: *insert full title of the person signing the Quoted Bid*

Signature of person listed above: [*insert signature of person whose name and capacity are listed above*]

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

Pricing Schedule

[The following forms may be used by the supplier to submit their quotation. Forms can also be used to conclude a contract after any negotiation].

Product quotation: Price list 1

For Goods shipped from outside the country of the Purchaser

1	2	3	4	5	6	7	8	9
Linear position N°	Description of goods	Country of origin	Delivery date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> <i>[as applicable, FCA (named place)</i>	CIP (or FCA if applicable) Price per Line Position (col . 5x6)	<i>[FOR CIP IF NEEDED]</i> Price per item for domestic transportation and other services required in Purchaser's country to deliver the Goods to the final destination specified in the RFQ	Total price per line position (Col. 7+8)
<i>[specify number subject]</i>	<i>[insert product name]</i>	<i>[indicate the country of origin of the goods]</i>	<i>[insert specified Delivery Date, specified delivery milestones, if applicable]</i>	<i>[indicate the number of units to be supplied and the name of the physical unit].</i>	<i>[indicate unit price of SIP per unit]</i>	<i>[indicate the total cost of CIP for each item]</i>	<i>[indicate the appropriate price for each item]</i>	<i>[specify general price articles]</i>
1	BOD5 determination instrument - 12 position, with incubator cabinet							
2	Rotary mill							
3	Laboratory water purification system to obtain water of the first type (deionizer)							
							Quote price	

Product quotation: Price list 2
For Goods shipped from the Purchaser's country

1	2	3	4	5	6	7	8	9
Linear position N°	Description of goods	Delivery date as defined by Incoterms	Quantity and physical unit	Unit Price EXW	Total EXW price for each item (Col. 4 x5)	[IF NEEDED] Price per item for domestic transportation and other services required in Purchaser's country to deliver the Goods to the final destination specified in the RFQ	[if known] Sales taxes and other taxes payable under each item if a contract is awarded	Total price per line (Col. 6+7)
<i>[specify number subject]</i>	<i>[insert product name]</i>	<i>[insert specified delivery date/specified milestone delivery dates, if applicable]</i>	<i>[indicate the number of units to be supplied and the name of the physical unit].</i>	<i>[insert unit price EXW]</i>	<i>[insert total EXW price for each item]</i>	<i>[indicate the appropriate price for each item]</i>	<i>[indicate sales taxes and other taxes payable on each item if a contract is awarded]</i>	<i>[indicate the total price for the item]</i>
1	BOD5 determination instrument - 12 position, with incubator cabinet							
2	Rotary mill							
3	Laboratory water purification system to obtain water of the first type (deionizer)							
Price quotes								

Associated Services Quotation: Price List 3

1	2	3	4	5	6	7	
Item no.	Product description	Description of services (does not include domestic transportation and other services required in the country of the Purchaser to deliver the goods to the final destination)	A country origin	Completion date at final destination	Quantity and physical unit	Unit price	Total price for the service (qty. 5*6 or estimate)
<i>[specify number subject]</i>		<i>[insert name of services]</i>	<i>[indicate the country of origin of the Services]</i>	<i>[specify the delivery time at the final destination for the service]</i>	<i>[indicate the number of items to be supplied and the name of the physical unit]</i>	<i>[insert unit price]</i>	<i>[indicate the total price for the item]</i>
1.	Installation						
2.	Training						
3.	Metrological support						
4.	Acceptance and testing						
Price quotes							

General quotation: Pricelist 4

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

Schedule prices	The amount
Products: Price list 1	
Products: Price list 2	
Associated Services: Price list 3	
General quotation	

Manufacturer's approval

[The Supplier shall require the Manufacturer to complete this form in accordance with the instructions given. This letter of authorization must be on the Manufacturer's letterhead and must be signed by a person duly authorized to sign documents binding on the Manufacturer].

Date: *[indicate the date (in the form of day, month and year) of submission of the quotation bid].*
RFQ number: *[insert RFQ process number]*

For: *[insert Purchaser's full name]*

AFTER

We *[insert the full name of the Manufacturer]*, who are official manufacturers of *[insert the type of goods produced]*, having factories at the address *[insert the full address of the factories of the Manufacturer]*, hereby authorize *[insert the full name of the Supplier]* to submit a quotation, the purpose of which is to supply the following Goods produced by us *[indicate the name and brief description of the Goods]*, and the subsequent negotiation and signing of the Contract.

We hereby grant our full warranty in accordance with clause 20 of the Conditions of Contract in respect of the Goods offered by the above firm.

We certify that we do not employ or use (i) forced labor or trafficked persons in accordance with clause 27 or (ii) child labor in accordance with clause 28 of the Contract Terms. We also confirm that we comply with applicable health and safety obligations in accordance with Article 29 of the Contract Terms.

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

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

Title: *[insert title]*

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

ANNEX 3: Forms of contracts

Contractual agreement CREWSP/G/C.2.3/RFQ/4

THIS AGREEMENT is entered into on *[insert : day]* of *[insert: month]* of *[insert: year]* .

BETWEEN

- (1) *[insert the full name of the Purchaser], [insert a description of the type of entity, such as an agency of the Ministry of Government of {insert the name of the country of the Purchaser}, or a corporation incorporated under the laws of {insert the name of the country of the Purchaser}], having principal place of business at [insert Purchaser's address] (hereinafter referred to as "Purchaser"), on the one hand, and*
- (2) *[insert supplier's name], a corporation registered under the laws of [insert: supplier's country] and having its principal place of business at [insert: supplier's address] (hereinafter referred to as "Supplier"), from the other part:*

WHEN the Purchaser has requested quotations for certain Goods and additional services, *[insert a brief description of the Goods and Services]*, and has accepted the Supplier's quotation for the supply of these Goods and Services.

The Purchaser and the Supplier agree as follows:

1. In this Agreement, words and expressions have the same meanings as in the said Contract Documents.
2. The following documents are considered part of this Agreement, read and construed as part of it. This Agreement takes precedence over all other documents of the Contract.
 - (a) letter of award
 - (b) supplier's proposal
 - (c) Agreement conditions
 - (d) Purchaser's requirements (including Requirements Schedule and Technical Specifications)
 - (e) Completed Charts (including Price Charts)
 - (f) any other document specified as part of the Contract
- 3 . In consideration of the payments to be made by Purchaser to Supplier as set forth in this Agreement, Supplier hereby covenants to Purchaser to provide Goods and related services, if applicable, and to repair defects therein in all respects in accordance with the provisions of the Agreement.

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4. The Purchaser hereby agrees to pay to the Supplier for the provision of the Goods and related services, if applicable, and for the correction of defects therein, the Contract Price or such other amount as may become due and payable in accordance with the provisions of the Contract, at the times and in the manner provided for in the Contract.

IN WITNESS WHEREOF, the parties to this Agreement have entered into this Agreement in accordance with the laws of *[Purchaser's country, unless otherwise specified]* on the day, month and year specified above.

[In order to facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, an electronic signature of the Contract Agreement is recommended, for example using DocuSign].

For and on behalf of the Purchaser:

Signed: *[insert signature]*

In quality of *[insert title or other appropriate designation]*

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

For and on behalf of the Supplier:

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

In quality of *[insert title or other appropriate designation]*

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

Terms of the contract

<p>1. Definitions</p>	<p>1.1 The following words and expressions have the meanings assigned to them in this document:</p> <ul style="list-style-type: none"> (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) "CC" means Terms and Conditions of the contract. (c) "Contract" means the Contractual Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all annexes, amendments and all documents incorporated therein by reference. (d) "Contract Documentation" means the documents listed in the Contract Agreement, including any amendments thereto. (e) "Contract Price" means the price payable to the Supplier as specified in clause 8.1 of the GC, subject to such additions and adjustments or deductions therefrom as may be made in accordance with the Contract. (f) " Day " means calendar day. (g) "Completion" means the performance by the Provider of the relevant Services, as the case may be, in accordance with the terms and conditions set forth in the Contract. (h) "Goods" means all goods, raw materials, machinery and equipment and/or other materials to be supplied by the Supplier to the Purchaser under the Contract. (i) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both. (j) "Purchaser" means the entity acquiring the Goods and Related Services, as the case may be, as set out in GC 2 . (k) "Purchaser's Country" is the country listed in SC 2. (l) "Associated Services" means services incidental to the supply of goods, such as insurance, installation, training and initial maintenance, and other similar obligations of the Supplier under the Contract, as the case may be.
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	<p>(m) "Subcontractor" means any person, private or public entity, or an organization, or a combination of them, to which the Supplier subcontracts any part of the work on the supply of Goods or performance</p> <p>(n) "Supplier" means an individual, private or public entity, or a combination of the foregoing, whose Contract Quotation has been accepted by the Purchaser and named as such in the Contract Agreement.</p> <p>(o) "Project Site", where applicable, means the location named SC 2.</p>
<p>2. Purchaser, Purchaser`s Country, Project Location/Final Destination</p>	<p>The Purchaser is: Project " " implemented by the Water Resources Service under the Ministry of Agriculture of the Kyrgyz Republic</p> <p>2.1 Purchaser`s country is: <i>Kyrgyz Republic</i></p> <p>2.2 The place(s) of project implementation/final(s) destination(s) is (are): <i>Department of Environmental Monitoring under the Ministry of Natural Resources, Ecology and Technical Supervision of the Kyrgyz Republic, at the address: 34 Baitik Baatyr str., Bishkek, Kyrgyz Republic.</i></p>
<p>3. Incoterms</p>	<p>3.1 Revision of Incoterms to be applied: <i>2010</i></p>
<p>4. Notifications and addresses for notifications</p>	<p>4.1 Any notice given by one party to the other party under the Contract must be made in writing to the address below using the fastest available method such as email, with acknowledgment of receipt.</p> <p><u>Address for notifications to the Purchaser :</u></p> <p><i>Ulan Torogeldiev,</i></p> <p><i>PIU director</i></p> <p><i>e - mail : satykanova@water.gov.kg</i></p> <p><i>Kyrgyz Republic, Bishkek, Toktonaliev str., 4a, room No. 103, CRWSP Project Implementation Unit under the Water Resources Service under the Ministry of Agriculture of the Kyrgyz Republic</i></p>

	<p><u>Address for notifications to the Supplier :</u></p> <p><i>[insert the name of the person authorized to receive notifications]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work division]</i></p> <p><i>[Email address]</i></p>
<p>5. Regulatory legislation</p>	<p>5.1 The Agreement is governed by and interpreted in accordance with the legislation <i>of the Kyrgyz Republic</i></p>
<p>6. Settlement of disputes</p>	<p>6.1 <i>[PC 6(a) is retained in the case of a contract with a foreign supplier, and PC 6(b) is retained in the case of a contract with a citizen of the Purchaser's country].</i></p> <p>(a) contract with a foreign supplier :</p> <p><i>[All disputes arising out of or in connection with this agreement shall be finally resolved in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.</i></p> <p>(b) Contracts with a supplier who is a citizen of the Purchaser's country:</p> <p>In the event of a dispute between the Purchaser and the Supplier, who is a citizen of the Purchaser's country, the dispute is referred to the court or arbitration in accordance with the laws of the Purchaser's country.</p>
<p>7. Freight and other documents that must be provided</p>	<p>7.1 The delivery of the Goods and the completion of the related services must be carried out in accordance with the delivery and completion schedule specified in the Schedule of Requirements.</p> <p>The following are details of shipping and other documents to be provided by the Supplier:</p> <p>For goods shipped from abroad:</p> <p>Upon shipment, Supplier shall notify (by telegram, etc.) Purchaser and the Insurance Company of complete shipping information, including contract number, description of the Goods, quantity, vessel, bill of lading number and date, port of departure. loading,</p>

date of loading, port of discharge, etc. The Supplier agrees to send the following documents to the Buyer with a copy to the Insurance Company:

- (i) An original and three copies of the Supplier's invoice showing contract number, description of goods, quantity, unit price, total amount;
- (ii) Original and three copies of a complete set of transport documents for goods delivered by road and/or air and/or rail and/or sea, in case of sea transportation this requirement shall be understood as a complete set of negotiables, clean, on-board shipping documents marked "transportation prepaid" and 3 copies of irrevocable documents;
- (iii) Four copies of the packing list showing the contents of each package;
- (iv) An original and three copies of the certificate of insurance naming the Purchaser as the insured;
- (v) An original and three copies of the manufacturer/supplier's warranty certificate;
- (vi) A certified copy and three copies of the certificate of origin;

The above documents must be received by the Purchaser:

- (i) prior to arrival of the Goods. If the documents are not received prior to arrival of the Goods, Supplier will be liable for any subsequent costs; or otherwise;
- (ii) on shipment.

Upon delivery of the Goods by carrier, Supplier shall notify Purchaser and send Purchaser the following documents:

- (i) Original and three copies of the Supplier's invoice showing contract number, description of goods, quantity, unit price, total amount;
- (ii) An original and three copies of a complete set of shipping documents evidencing delivery to the project site;
- (iii) Four copies of the packing list showing the contents of each package;
- (iv) Original and three copies of the manufacturer/supplier's warranty certificate;
- (v) An original and three copies of the certificate of insurance naming the Purchaser as the insured;
- (vi) A certified copy and three copies of the certificate of origin.

<p>8. Price contract</p>	<p>8.1 The Contract Price is specified in Price List 4.</p> <p>8.2 Subject to the provisions of GC 31 and 32, the prices charged by the Supplier for the Goods supplied and the Associated Services rendered under the Contract shall not differ from the prices indicated by the Supplier and accepted by the Purchaser.</p>
<p>9. Conditions payment</p>	<p>9.1 The method and terms of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for goods, and services supplied from the country of the Purchaser:</p> <p>Payment for Goods and services supplied from the Purchaser's country is made in Kyrgyz soms as follows: Payment in national currency must be made in Kyrgyz soms within thirty (30) days from the date of filing a claim, supported by the Purchaser's acceptance certificate confirming the fact of delivery of the Goods and performance of all other services under the contract.</p> <p>Payment for goods shipped from abroad:</p> <p>Payment in foreign currency is made in (US dollars) as follows:</p> <p>(i) On Acceptance: 100% percent of the contract price for the Goods received must be paid within thirty (30) days of receipt of the Goods upon presentation of a claim backed by an acceptance certificate issued by the Purchaser.</p> <p>Payment for goods and services supplied from abroad:</p> <p>Payment for Goods and services supplied from abroad, is made in the currency of the contract within thirty (30) days from the date of filing a claim, supported by the Purchaser's acceptance certificate confirming the fact of delivery of the Goods and performance of all other services under the contract.</p>
<p>10. Taxes and duties</p>	<p>10.1 For Goods manufactured outside of Purchaser's country, Supplier shall be solely responsible for all taxes, stamp duties, royalties and other similar charges imposed outside of Purchaser's country.</p> <p>10.2 In respect of Goods manufactured in the Purchaser's country, the Supplier shall be solely responsible for all taxes, duties, license fees, etc. incurred prior to the delivery of the contracted Goods to the Purchaser.</p> <p>10.3 If any tax exemptions, reductions, benefits or privileges may be available to Supplier in Purchaser's country, Purchaser shall use its best efforts to enable Supplier to benefit from any such tax savings to the maximum extent permitted.</p>

11. Safety performance	11.1 Performance Guarantee Required - Not Applicable
12. Subcontractors	12.1 The Supplier shall notify the Purchaser in writing of all subcontracts entered into under the Contract if they are not already specified in the Quoted Bid. Such notice, whether in the initial quotation or thereafter, shall not relieve the Supplier of any obligation, duty, liability or responsibility under the Contract.
13. Specifications and standards	13.1 The Goods and Related Services, if applicable, supplied under this Contract shall comply with the Technical Specifications and the standards specified in the Technical Specifications and, where no applicable standard is specified, the standard shall be equivalent to or better than the official standards applicable to the country of origin of the Goods.
14. Packaging, labeling and documentation	<p>14.1 The Supplier shall provide such packaging for the Goods as is necessary to prevent damage or deterioration during transit to the final destination as specified in the Contract. During transit, the packaging shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. The size and weight of the packing crates must take into account, if necessary, the remoteness of the final destination of the goods and the absence of heavy loading and unloading facilities at all points of transit.</p> <p>14.2 Packaging, labeling and documentation inside and outside of packages must be:</p> <ul style="list-style-type: none"> a) Name of the Supplier and its trademark, if any. b) Country of origin. (c) Name of the goods. d) Gross and net weight in kilograms. e) Name of the Purchaser f) Name of the consignee and final destination.
15. Insurance coverage	15.1 The insurance coverage must be as specified in the Incoterms.
16. Transport	16.1 The responsibility for the transport of the Goods shall be as specified in the Incoterms.

	Mode of transport: The main mode of international transport is air or road transport.
17. Inspections and tests	<p>17.1 The Supplier, at its own expense and at no charge to the Purchaser, shall test and/or inspect the Goods and related services as specified in the Technical Specifications.</p> <p>17.2 Inspection and testing may be carried out at the Supplier's or its Subcontractor's premises, at the point of delivery and/or final destination of the Goods, or at any other location as specified in the Technical Specifications. Subject to clause 17.3 of the SC, if inspections are carried out on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and manufacturing data, shall be provided to the inspectors free of charge to the Purchaser.</p> <p>17.3 The Purchaser or his designated representative shall have the right to be present at the tests and/or inspections referred to in paragraph 17.2 of the SC, provided that the Purchaser bears all his own costs and expenses incurred in connection with such presence, including, but not limited to, all costs for travel, food and lodging.</p> <p>17.4 When the Supplier is ready to carry out any such test and verification, it shall give the Purchaser reasonable notice in advance, specifying the place and time. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to allow the Purchaser or its designated representative to be present for testing and/or inspection.</p> <p>17.5 In accordance with GC 31, the Purchaser may require the Supplier to carry out any tests and/or inspections not required by the Contract, but considered necessary to verify that the characteristics and performance of the Goods conform to the technical specifications, codes and standards under the Contract.</p> <p>17.6 The Supplier shall provide the Purchaser with a report on the results of any such test and/or inspection.</p> <p>17.7 Purchaser may reject any Goods or parts thereof that fail testing and/or inspection or do not conform to specifications. The Supplier shall either repair or replace such defective Goods or parts thereof, or make changes necessary to meet the specifications, at no charge to the Purchaser, and repeat the test and/or inspection, at no charge to the Purchaser, upon notification in accordance with clause 17.5.</p> <p>17.8 The Supplier agrees that neither the testing and/or inspection of the Goods or any part thereof, nor the presence of the Purchaser or his representative, nor the issuance of any report in accordance</p>

	with paragraph 17.7 of the SC, shall release the Supplier from any guarantees or other obligations under the Contract.
18. Delivery date and completion date	<p>18.1 The date of delivery of the Goods is: no more than 110 days from the date of signing the contract.</p> <p>18.2 [if applicable] Completion date for related services is: no more than 110 days from the date of signing the contract.</p>
19. Penalties and bonuses	<p>19.1 The penalty shall be 0.5 % of the price of the delayed Goods or services not rendered] for each week or part of the delay until actual delivery or performance.</p> <p>The maximum penalty amount is 10 % of the Contract Price. Upon reaching the maximum size, the Customer may terminate the Agreement in accordance with GC 26.</p>
20. Guarantee	<p>20.1 The Supplier warrants that all Goods are new, unused, latest or current models, and that they include all the latest improvements in design and materials, unless otherwise provided in the Contract.</p> <p>20.2 The Supplier further warrants that the Goods will be free from defects arising from any act or omission of the Supplier or from design, materials and workmanship, under normal use under the conditions prevailing in the country of final destination.</p> <p>20.3 The warranty shall remain valid for 36 months after the Goods, or any part thereof, as the case may be, have been delivered and accepted at the final destination.</p> <p>20.4 The period for repair or replacement after receipt of notice of the defect from the Purchaser is 14 days.</p> <p>20.5 If the Supplier fails to remedy the defect within the period specified in Clause 20.4 after receipt of notice, the Purchaser may take such remedial action as may be necessary within a reasonable period, at the risk and expense of the Supplier and without prejudice to any other rights the Purchaser may have against the Supplier under the Contract.</p> <p>20.6 For warranty purposes, the place(s) of final destination(s) are: 34, <i>Baytik Baatyr str., Bishkek, Kyrgyz Republic.</i></p>
21. Copyright	<p>21.1 Copyright in all drawings, documents and other materials containing data and information provided to Purchaser by Supplier hereunder shall remain with Supplier or, if provided to Purchaser directly or through Supplier by any third party, including material suppliers, copyright in such materials remain with such third party.</p>

<p>22. Fraud and corruption</p>	<p>22.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and applicable sanctions policies and procedures set out in the WBG Sanctions Framework as set out in Annex A to the Contract Terms.</p> <p>22.2 The Purchaser requires the Supplier to disclose any commissions or fees that may or may have been paid to agents or any other party in connection with the solicitation of quotations or the performance of the Contract. Disclosures must include, at a minimum, the name and address of the agent or other party, the amount and currency, and the purpose of the commission, fee or charge.</p>
<p>23. Inspections and Audit of the Bank</p>	<p>23.1 In accordance with clause 2.2 e. of the appendix to the Conditions of Contract, the Supplier shall permit and shall cause its agents (if declared or not), subcontractors, sub-consultants, service providers, suppliers and personnel to permit the Bank and/or persons appointed by the Bank to inspect the facility and/or accounts, records and other documents related to the quotation request process and/or execution of the Contract. The attention of the supplier and its subcontractors is drawn to paragraph 22.1 of the SC (Fraud and Corruption), which provides, inter alia, that acts intended to substantially interfere with the Bank's inspection and audit rights are a prohibited practice resulting in termination of the contract (as well as a determination of unsuitability under the current Bank sanctions procedures).</p>
<p>24. Limitation of liability</p>	<p>24.1 Except in cases of gross negligence or willful misconduct,</p> <ul style="list-style-type: none"> (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss, excess, or damage, loss of use, loss of production, loss of profits or interest expense, provided that this exclusion does not apply to any obligation of the Supplier to pay the Purchaser a penalty, and (b) the Supplier's aggregate liability to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total price of the Contract, provided that this limitation does not extend to the cost of repairing or replacing the defective equipment or any obligation of the supplier to reimburse the Purchaser damages due to patent infringement.
<p>25. Force Majeure</p>	<p>25.1 The Supplier shall not be liable for loss of performance guarantee (if required), forfeit or termination of the contract for default, if</p>

	<p>and to the extent that the delay in performance or other default under the Contract is the result of a Force Majeure event.</p> <p>25.2 For the purposes of this paragraph, "force majeure" means an event or situation beyond the control of the Supplier, which cannot be foreseen, which is unavoidable, and its occurrence is not due to the negligence or lack of care on the part of the Supplier. Such events may include, but are not limited to, the actions of the Purchaser in his sovereign capacity, wars or revolutions, fires, floods, and cargo embargoes.</p> <p>25.3 In the event of a force majeure situation, the Supplier must immediately notify the Purchaser in writing of such a condition and its cause. Unless otherwise specified by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract to the extent reasonably and practically possible and shall seek all reasonable alternative means to fulfill its obligations, which are not prevented by force majeure.</p> <p>25.4 If the performance of the Contract is significantly impeded, hindered or delayed for one period of more than sixty (60) days, or for a total period of more than one hundred and twenty (120) days, due to one or more Force Majeure events during the term of the Contract, the Parties will attempt to work out a mutually acceptable solution, otherwise, either Party may terminate the Contract by giving notice to the other Party.</p>
<p>26. Termination</p>	<p>26.1 Termination of the contract due to non-fulfillment of obligations</p> <p>The Purchaser, without prejudice to any other remedy for breach of the Contract, by written notice of default addressed to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract or within any extension of the period granted by the Purchaser; (ii) if the Supplier fails to fulfill any other obligation under the Contract; or (iii) if the Supplier, in the opinion of the Purchaser, has committed Fraud and Corruption in the struggle for the Contract or in its performance. <p>In the event of termination in whole or in part of the Contract, the Purchaser may, on such terms and in such manner as it sees fit, procure Goods or Related Services similar to those not delivered or performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services,</p>

	<p>if applicable. However, the Supplier shall continue to perform the Contract to the extent not terminated.</p> <p>26.2 Terminating the contract for convenience</p> <p>(a) The Purchaser may, by notice to the Supplier, terminate the Contract in whole or in part at any time for its own convenience. The notice of termination shall state that the termination is for the convenience of the Purchaser, the extent to which the Supplier's performance under the Contract is terminated, and the effective date of such termination.</p> <p>(b) Goods that are complete and ready for shipment within twenty-eight (28) days after receipt by the Supplier of notice of termination shall be accepted by the Purchaser on the terms and at the Contract prices. For the remaining Goods, Purchaser may choose:</p> <p>(i) that any part be completed and delivered on the terms and at the prices of the Contract; and/or</p> <p>(ii) cancel the remainder and pay the Supplier the agreed amount for partially completed Goods and Associated Services, if applicable, and for materials and parts previously purchased by the Supplier.</p>
<p>27. Forced work</p>	<p>27.1 Supplier, including its subcontractors, shall not employ or engage forced labor or trafficked persons as described in CC 27.2 and CC 27.3.</p> <p>27.2 Forced labor is any work or service performed against one's will and required from a person under the threat of force or punishment and includes any type of involuntary or forced labor such as bonded labor, servitude, or similar labor arrangements.</p> <p>27.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons through the threat or use of force or other forms of coercion, kidnapping, fraud, deceit, abuse of power or position of vulnerability, or through bribery, payments, or benefits, to obtain consent person controlling another person for the purpose of exploitation.</p>
<p>28. Children's work</p>	<p>28.1 The Supplier, including its subcontractors, shall not employ or employ a child under the age of 14 unless a higher age (minimum age) is established by national law.</p> <p>28.2 Supplier, including its subcontractors, shall not employ or engage a child between the minimum age of 18 years old in a manner that is likely to be hazardous or interfere with the child's education, or</p>

	<p>be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>Work that, by its nature or the circumstances in which it is carried out, may endanger the health, safety or morals of children is considered hazardous to children. Such prohibited types of work for children include:</p> <ul style="list-style-type: none"> (a) subjected to physical, psychological or sexual violence; (b) underground, under water, when working at height or in a confined space; (c) with dangerous machinery, equipment or tools, or associated with the handling or transport of heavy loads; (d) in an unhealthy environment that exposes children to hazardous substances, agents, or processes, or to temperatures, noise or vibration that are harmful to health; or (e) under harsh conditions, such as working long hours, at night, or in confinement on the employer's premises.
<p>29. Health and Safety Obligations</p>	<p>29.1 The Supplier shall comply with and require its subcontractors, if any, to comply with all applicable health and safety regulations, laws, guidelines, and any other requirements specified in the Technical Specifications.</p>
<p>30. Patent compensation</p>	<p>30.1 The Supplier shall, subject to the Purchaser's compliance with clause 30.2 of the GC, indemnify and hold harmless the Purchaser and its employees and officers from any and all claims, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorneys' fees and costs that the Purchaser may incur as a result of any infringement or alleged infringement of any patent, utility model, registered industrial design, trademark, copyright or other intellectual property right registered or otherwise in existence on the date of the Contract, due to:</p> <ul style="list-style-type: none"> a) installation of the Goods by the Supplier or use of the Goods in the country where the Site is located; and b) sale in any country of products produced by the Goods. <p>Such indemnification shall not extend to any use of the Goods or any part thereof for purposes other than those specified in or reasonably arising from the Contract, or any infringement of rights resulting from the use of the Goods, or any part thereof, or any products so produced, in conjunction or combination with any</p>

	<p>other equipment, plant or materials not supplied by the Supplier in accordance with the Contract.</p> <p>30.2 If any case is initiated against the Purchaser or any claim is made arising from the issues specified in clause 30.1 of the GC, the Purchaser must immediately notify the Supplier about this, and the Supplier may, at its own expense and on behalf of the Purchaser, pursue such a case or claim and any negotiations to settle such a case or claim.</p> <p>30.3 If Supplier fails to notify Purchaser within twenty-eight (28) days of receipt of such notice of its intention to pursue any such proceeding or claim, then Purchaser may pursue it on its own behalf.</p> <p>30.4 The Purchaser, at the request of the Supplier, shall provide the Supplier with all available assistance in the conduct of such proceedings or claims and shall be reimbursed by the Supplier for all reasonable costs incurred in connection therewith.</p> <p>30.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and subcontractors from any and all claims, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any nature, including attorneys' fees and expenses that the Supplier may incur as a result of any infringement or alleged infringement of any patent, utility model, registered industrial design, trademark, copyright or other intellectual property right registered or otherwise in existence on the date of the Contract, arising out of or in connection with any design, data, drawing, specification or other documents or materials provided or developed by or on behalf of the Purchaser.</p>
<p>31. Change orders and contract amendments</p>	<p>31.1 The Purchaser may at any time order the Supplier, by notice in accordance with Clause 4.1, to make changes within the overall scope of the Contract to any one or more of the following:</p> <ul style="list-style-type: none"> (a) drawings, designs or specifications if the Goods to be delivered under the Contract are to be made especially for the Purchaser; (b) way of shipments or packaging; (c) changes in the quantity of Goods to be delivered within the range specified herein. <i>The maximum percentage by which the amount can be increased is: 15% (fifteen); The maximum percentage by which the amount can be reduced is: 15% (fifteen);</i> (d) place of delivery;

	<p>(e) any tests and/or checks not required by the Contract, but deemed necessary in accordance with clause 17.5 of the SC; and</p> <p>(f) related services to be provided by the Supplier.</p> <p>31.2 If any such change results in an increase or decrease in the cost or time required for the Supplier to comply with any provisions of the Contract, then an equitable adjustment shall be made in the Contract price or in the delivery/completion schedule, or both, and the Contract shall be appropriate changes have been made. Any request by Supplier for adjustment under this paragraph must be made within twenty-eight (28) days from the date Supplier receives the change order from Purchaser.</p> <p>31.3 The prices charged by the Supplier for any Related Services that may be required but not included in the Contract shall be agreed in advance by the parties and shall not exceed the prevailing rates charged by the Supplier from other parties for similar services.</p> <p>31.4 Subject to the foregoing, no changes, or modifications to the terms of the Contract may be made except by a written amendment signed by the parties.</p>
<p>32. Changes in laws and regulations</p>	<p>32.1 Unless otherwise specified in the Contract, if after the Quotation date, any law, regulation, decree, order or by-law having the force of law is enacted, promulgated, repealed or amended in the Purchaser's country where the Property is located (which shall include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or Contract Price, then such Delivery Date and/or Contract Price shall be increased or decreased accordingly, to the extent that this affected the Supplier in the performance of any of its obligations under the Contract.</p>

Annex A to the terms of the contract

Fraud and corruption

(The text in this Annex is not subject to change)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply to procurement under the Bank's investment project financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (bidders/offers), consultants, contractors and suppliers; any subcontractors, subconsultants, service providers or vendors; any agents (declared or not); and any of their personnel observe the highest standards of ethics in the procurement, selection and execution of Bank-financed contracts and refrain from Fraud and Corruption.

2.2 From this purpose Bank:

- a. Defines for the purposes of this provision the terms below as follows:
 - i. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value in order to improperly influence the actions of another party;
 - ii. "Fraud" is any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party for financial or other benefit or to avoid liability;
 - iii. "Conspiracy" is an agreement between two or more parties to achieve an improper purpose, including to improperly influence the actions of the other party;
 - iv. "Coercive practice" is the infliction of injury or harm, or the threat of injury or injury, directly or indirectly, to any party or property of a party for the purpose of improperly influencing the actions of a party;
 - v. " Obstructive practice is:
 - (a) willfully destroying, falsifying, altering or concealing evidence material to an investigation or making false statements to investigators in order to materially impede an investigation of the Bank in connection with allegations of corruption, fraud, coercion or collusion; and/or threaten, harass or intimidate any party to prevent them from disclosing their knowledge of matters relevant to the investigation or from continuing the investigation; or
 - (b) actions that materially interfere with the exercise of the Bank's rights to conduct inspections and audits under paragraph 2.2 e below.

-
- b. Rejects an offer to award a contract if the Bank determines that the firm or individual recommended for the award of the contract, any of its personnel, or its agents, or its subconsultants, subcontractors, service providers, suppliers and/or their employees, directly or indirectly, participated in corrupt, fraudulent, collusive, coercive or obstructive practices in the competition for this contract;
 - c. In addition to the remedies set forth in the applicable Legal Agreement, may take other appropriate action, including a declaration of misprocurement, if the Bank determines at any time that representatives of the Borrower or the recipient of any portion of the proceeds of the Credit have engaged in corrupt, fraudulent, collusive, coercive, or hindering practices in the procurement, selection and/or performance of the relevant contract, and the Borrower did not take timely and appropriate measures to the satisfaction of the Bank to eliminate such practices should they occur, including not informing the Bank in a timely manner at the time when he became aware of such practices;
 - d. In accordance with the Bank's Anti-Corruption Guidelines and in accordance with the Bank's applicable sanctions policy and procedures, may impose sanctions on a firm or individual, either indefinitely or for a specified period of time, including by publicly declaring such firm or individual not eligible (i) to be awarded or otherwise benefit financially or in any other way from a Bank-financed contract; ¹(ii) be a nominated² subcontractor, consultant, manufacturer or supplier or service provider of a firm eligible for a contract financed by the Bank; and (iii) receive the proceeds of any loan made by the Bank or otherwise participate in the preparation or implementation of any project financed by the Bank;
 - e. Requires a clause in bidding/request for proposals documents and in contracts financed with Bank credit that obligates (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their subcontractors, subconsultants, service providers, suppliers, staff agents to authorize the Bank to review³ all invoices, records and other documents relating to the procurement process, contract selection and/or performance and have them reviewed by auditors appointed by the Bank.

¹ For the avoidance of doubt, depriving a sanctioned party of the right to receive a contract includes, without limitation, (i) filing a prequalification application, expressing an interest in consultation and bidding, either directly or as a nominated subcontractor appointed a consultant, a designated manufacturer or supplier, or a designated service provider, in relation to such contract, and (ii) entering into an addition or amendment that substantially changes any existing contract.

² A designated subcontractor, a designated consultant, a designated manufacturer or supplier, or a designated service provider (different names are used depending on the specific bidding document) is one that has been: (i) included by the bidder in its prequalification bid or proposal because it has and significant experience and know-how that enable the bidder to qualify for a particular proposal; or (ii) appointed by the Borrower.

³ Inspections in this context are usually investigative (i.e., forensic) in nature. These include fact-finding activities carried out by the Bank or persons appointed by the Bank to address specific investigation/audit matters, such as evaluating the credibility of an allegation of possible Fraud and Corruption, through appropriate mechanisms. Such activities include, but are not limited to: accessing and examining financial documents and information of a firm or individual and making copies of them, if necessary; access and study any other documents, data and information (in paper or electronic format) that are considered important for the investigation/audit, and make copies of them, if necessary; interviewing employees and other relevant persons; conducting physical inspections and site visits; obtaining confirmation of information from a third party.

Beneficial Ownership Disclosure Form

INSTRUCTIONS FOR BIDDERS: REMOVE THIS INSERT AFTER COMPLETING THE FORM

This beneficial ownership disclosure form must be completed by the successful bidder. In the case of a joint venture, participants must submit a separate form for each participant. The beneficial ownership information provided on this form must be current as of the date of filing.

For purposes of this form, the beneficial owner of a Participant is any individual who ultimately owns or controls the Participant if one or more of the following conditions are met:

- Directly or indirectly owns 25% or more of the shares*
- Directly or indirectly owns 25% or more of the voting rights*
- Has the right, directly or indirectly, to appoint a majority of the members of the board of directors or equivalent governing body.*

RFQ #:

Job title:

For: *[insert Purchaser's full name]*

In response to your contract award notice dated *[insert date of contract award notice]* to provide additional information on beneficial ownership: *[select one and delete options that do not apply]*

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

Information about beneficial owners

Identity of the beneficial owner	Directly or indirectly owns 25% or more of the shares (Yes / No)	Directly or indirectly owns 25% or more of the voting rights (NOT REALLY)	Has the right to directly or indirectly appoint a majority of the members of the board of directors or equivalent governing body (YES/NO)
<i>[indicate full name (surname, first name, patronymic), citizenship, country of residence]</i>			

or

(ii) We declare that none of the beneficial owners satisfies one or more of the following conditions

- owns directly or indirectly 25% or more of the shares
- owns directly or indirectly 25% or more of the voting rights
- has the right to appoint a majority of the members of the Board of Directors directly or indirectly or an equivalent governing body of the tenderer.

or

(iii) We declare that we are unable to identify any Beneficial Owner who meets one or more of the following conditions. [If this option is selected, the Supplier must explain why it cannot identify any Beneficiary].

- owns directly or indirectly 25% or more of the shares
- owns directly or indirectly 25% or more of the voting rights
- has the right to appoint a majority of the members of the Board of Directors of the Bidder directly or indirectly or an equivalent governing body.

Name of supplier: **[insert full name of supplier]*

Name of person duly authorized to sign the Proposal on behalf of the Supplier: *** [insert the full name of the person duly authorized to sign the Proposal].*

Position of the person signing the Bid: *[insert the full name of the person signing the Bid]*

Signature of the person named above: *[signature of the person whose name and position are indicated above] _____*

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

Contract Award Letter Sample

[edit as needed]

[use Purchaser's letterhead].

[date of]

To: *[Supplier's name and address]*

Subject: **Notice of award of contract #**

Regarding the RFQ [*insert number and date*] your proposal [*insert number and date*] has been accepted.

The contract is attached to this letter. Please sign the contract within *[insert number of days]*.

[Insert the following only if a performance guarantee is required:] "You are also requested to provide a performance bond for [*insert number of days*] in accordance with the terms of the contract, using one of *the forms* of performance bond attached to the contract for this purpose.

Authorized signature: _____

Name and position of the signatory: _____

Name agencies: _____

Enclosed: Contract

Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

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

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

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

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

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are

unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

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

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

5. How to make a complaint

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

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

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

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

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

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

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

Further information:

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

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

6. Standstill Period

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

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

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

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

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____