

Standard Bidding Documents

For

**Procurement of Furniture & Misc. Items
for FATA TDP-ERP
NCB/TDP-F/93
National Competitive Bidding**

Procurement of Goods

PART TWO (PROCUREMENT SPECIFIC PROVISIONS)

**National Database & Registration Authority (NADRA)
G-5/2, Islamabad
Pakistan**

PROCUREMENT DOCUMENTS
Bidding Document for
Procurement of Goods

Procurement of Furniture & Misc. Items for FATA TDP-ERP
NCB No: NADRA-TA/93/19

Project: FATA Temporarily Displaced Persons Emergency Recovery
Project

Purchaser: National Database & Registration Authority (NADRA),
Islamabad

Country: Pakistan

Issued on: July 14, 2019

Bid Submission & Opening on: August 19, 2019

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Part Two

Section I. Invitation for Bids

Invitation for Bids (NCB)

Date: 14th July 2019
Credit No: 61390-PK
IFB No: NCB/TDP-F/93

1. The Government of Pakistan has received a credit from the International Development Association (IDA) towards the cost of FATA Temporarily Displaced Persons Emergency Recovery Project. It is intended that part of the proceeds of this credit will be applied to eligible payments under the contract for Procurement of Furniture & Misc. Items for FATA TDP-ERP.

2. The National Database & Registration Authority (NADRA) now invites sealed bids from eligible bidders for the supply of Furniture & Misc. Items for FATA TDP-ERP as follows:-

Name of Item & LOT No.	Quantity	Name of Item & LOT No.	Quantity
LOT 1 - Staff Tables	324 No	LOT 2 - Staff Chairs	324 No
LOT 3 – Officer Tables	24 No	LOT 4 – Officer Chairs	24 No
LOT 5 – Visitor Chairs	192 No	LOT 6 - Waiting Area Benches (3x Benches Seats)	680 Benches
LOT 7 – Air Coolers	66 No	LOT 8 - Water Coolers	39 No
LOT 9 – Bracket Fans	162 No	LOT 10 – Metal Detectors	54 No
LOT 11 – Cash Safe	27 No	LOT 12 – Background Screen for Picture	81 No

3. Bidding will be conducted through the National Competitive Bidding (NCB) procedures as specified in the World Bank’s Procurement Regulations for IPF Borrowers : PROCUREMENT IN INVESTMENT PROJECT FINANCING Goods, Works, Non-Consulting and Consulting Services July 2016, Revised November 2017 and August 2018 (“Procurement Regulations”), and is open to all eligible bidders as defined in the

Procurement Regulations. In addition, please refer to paragraphs 3.14 and 3.15 setting forth the World Bank's policy on conflict of interest.

4. Interested eligible bidders may obtain further information from National Database & Registration Authority (NADRA), Procurement Specialist, FATA TDP-ERP, tdp@nadra.gov.pk and inspect the bidding documents during office hours 0930 to 1630 hours at the address given below. **Qualification requirements include for (All LOTS):**

- i. Documentary evidence/Certificate of Registration of company.
- ii. Having last three (03) years of experience in the supply of similar furniture & Misc. Items of similar worth in at least three (03) organizations (nationally). Valid Copies of previous purchase orders/contracts must be attached with the bids.
- iii. The bidders must have verifiable presence in Pakistan. Bidders must have active Spare Parts Depot/ facility in Pakistan. (Provide addresses, phone, fax numbers, e-mail address as well as names and designations of responsible persons for each location.)
- iv. The Local bidder(s) must submit National Tax No. and Sales Tax No. Certificates. Bidders must be on the active taxpayers list (Income & Sales Tax) at FBR.

5. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address given below and upon payment of a nonrefundable fee of PKR 1,000/- or equivalent amount in USD in favor of "**National Database & Registration Authority (NADRA) TDP-ERP, Islamabad**". The method of payment will be demand draft/pay order. The document will be sent by air mail/courier on payment of an extra amount of PKR.1, 000/- or equivalent amount in USD and may also be collected in person. Bidding documents can be seen at <http://fatatdp.nadra.gov.pk/downloads/>.

6. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the World Bank *Standard Bidding Documents: Procurement of Goods for National Competitive Bidding, Pakistan, Part One*.

7. Bids must be delivered to the address given below on or before 2.30 p.m. on 19th August 2019 and must be accompanied by a security of Bid Security of 2% of the total bid value or an equivalent amount must be in the form of Pay orders/ Bank Guarantee / demand drafts in a freely convertible currency.

8. Bids will be publicly opened in the presence of bidders' representatives and anyone who choose to attend at 3.00 p.m. on 19th August 2019 at the address given below. Electronic bidding will not be permitted. Late bids will be rejected.

9. The bidders are requested to give their best and final prices as no negotiations are expected.

10. The address (es) referred to above (are):

Procurement Specialist

FATA Temporarily Displaced Persons Emergency Recovery Project
3rd Floor, G-10 Project Office, Regional Head Office (RHO)

Mauve Area, G-10/4,

National Database & Registration Authority (NADRA),

Islamabad, 44000, Pakistan.

Tel: +92-51-9039-2255

Fax: +92-51-9108352

E-mail: tdp@nadra.gov.pk

Website: <http://fatatdp.nadra.gov.pk>

Section II. Bid Data Sheet

Bid Data Sheet

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

Introduction	
ITB 1.1	Name of Borrower: Government of Pakistan
ITB 1.1	Credit number: 61390-PK
ITB 1.1	Name of Project: FATA Temporarily Displaced Persons Emergency Recovery Project
ITB 1.1	The name and identification number of the NCB are: Procurement of Furniture & Misc.Items for FATA TDP-ERP. <u>NCB No: NADRA-TA/93/19</u>
ITB 4.1	Name of Purchaser: National Database & Registration Authority (NADRA), Islamabad.
ITB 6.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: Mr. Rizwan Khalid Procurement Specialist FATA TDP-ERP Address : 3rdFloor, G-10 Project Office, Regional Head Office (RHO) Mauve Area, G-10/4, National Database & Registration Authority (NADRA) City: Islamabad ZIP Code: 44000 Country: : Pakistan Telephone: +92-51-9039-2255 Facsimile number: +92-51-9108352 Electronic mail address: tdp@nadra.gov.pk Requests for clarification should be received by the Employer no later than: 10 days after advertisement
ITB 8.1	The language of the bid is: English All correspondence exchange shall be in English language.

Bid Price and Currency	
ITB 11.2	The price quoted shall be delivered duty paid (DDP) prices.
ITB 11.5	The prices shall be fixed.
ITB 12.1	The prices shall be quoted by the bidder in: Pak Rupees (PKR.) All payments shall be made only in local currency i.e. PKR.

Preparation and Submission of Bids	
ITB 13.3 (d)	<p>Qualification requirements.</p> <p>LOT No. 1 to LOT No. 12:-</p> <ol style="list-style-type: none"> i. Documentary evidence/Certificate of Registration of company. ii. Having last three (03) years of experience in the supply of similar furniture & Misc. Items of similar worth in at least three (03) organizations (nationally). Valid Copies of previous purchase orders/contracts must be attached with the bids. iii. The bidders must have verifiable presence in Pakistan. Bidders must have active Spare Parts Depot/ facility in Pakistan. (Provide addresses, phone, fax numbers, e-mail address as well as names and designations of responsible persons for each location.) iii. The Local bidder(s) must submit National Tax No. and Sales Tax No. Certificates. Bidders must be on the active taxpayers list (Income & Sales Tax) at FBR.
ITB 15.1	<p>A <i>Bid Security shall be</i> required.</p> <p>The amount and currency of the bid security shall be 2% of the total bid value in the currency of bid.</p> <p>The bid security shall, at the Bidder's option, be –</p> <ol style="list-style-type: none"> i) in the form of a bank guarantee and the named beneficiary shall be “ National Database & Registration Authority (NADRA) TDP-ERP, Islamabad ”. The bank guarantee shall be issued by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in Pakistan) or by

	<p>a foreign bank through a correspondent Bank located in the country of the Purchaser (Nationalized or Scheduled Bank in Pakistan), to make it enforceable. The bank guarantee shall be in the format provided in the Bidding documents.</p> <p>ii) in the form of a demand draft/pay order from Nationalized or Scheduled Bank in Pakistan in favor of “ National Database & Registration Authority (NADRA) TDP-ERP, Islamabad”</p>
ITB 16.1	<p>Bid validity period: The period of Bid validity shall be 90 (Ninety) days after the deadline for Bid submission specified in the BDS.</p>
ITB 17.1	<p>The number of copies of the Bid to be completed and submitted shall be: 1 Original + 1 Copy</p>
ITB 18.2 (a)	<p>The Purchaser’s address for the purpose of Bid submission is: Attention: Mr. Rizwan Khalid Procurement Specialist FATA TDP-ERP Address : 3rd Floor, G-10 Project Office, Regional Head Office (RHO) Mauve Area, G-10/4,, National Database & Registration Authority (NADRA) City: Islamabad ZIP Code: 44000 Country: : Pakistan Telephone: +92-51-9039-2255 Facsimile number: +92-51-9108352</p>
ITB 18.2 (b)	<p>IFB title and number: Procurement of Furnitur & Misc.Items for FATA TDP-ERP. NCB/TDP-F/93</p>
ITB 19.1	<p>The deadline for submission of bids shall be: Time: Up to 2.30 p.m. (local time) Date: 19th August 2019</p>
ITB 22.1	<p>Bids will be opened at 3.00 p.m. (local time) of the day 19th August 2019 at the following address: National Database & Registration Authority (NADRA) , Conference Room, 3rd Floor, G-10 Project Office, Regional Head Office (RHO) Mauve Area, G-10/4, Islamabad, Pakistan</p>

Bid Evaluation

ITB 25.3	<p>Evaluation will be done for complete 100% required quantity & Delivered Duty Paid (DDP) Price basis i.e. inclusive of all costs.</p>
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Contract Award	
ITB 29.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%

Section III. Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: **National Database & Registration Authority (NADRA), Islamabad.**

GCC 1.1 (h)—The Purchaser's country is: **Pakistan**

GCC 1.1 (j)—The Project Site is: **As specified in Section IV. Schedule of Requirements.**

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Part Two Section VII of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: **(10) percent of the Contract Price, in shape of unconditional & irrevocable Bank Guarantee as per the format provided with the Bid Document from any scheduled Bank of Pakistan.**

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be released.

4. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

The Purchaser or its representative shall inspect and/or test the supplies before shipment at bidders' location and/or at the destination to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

5. Packing (GCC Clause 9)

GCC 9.2— Packing Instructions: The Supplier will be required to make separate packages for each LOT. Each package will be typed or written in indelible ink with the following:

- (i) Project:
- (ii) Contract No & Lot No:
- (iii) Country of Origin of Goods:
- (iv) Supplier's Name:
- (v) Packing List:.

6. Delivery and Documents (GCC Clause 10)

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
- (iii) copies of the packing list identifying contents of each package;
- (iv) Manufacturer's or Supplier's warranty certificate;

7. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

NAz.

9. Spare Parts (GCC Clause 14)

NA

10. Warranty (GCC Clause 15)

GCC 15.2—In partial modification of the provisions, standard warranty period shall be applied from date of acceptance of the Goods LOTWISE As follows:-

LOT 1 - 01 Year

LOT 2 - 01 Year

LOT 3 - 01 Year

LOT 4 - 01 Year

LOT 5 - 01 Year

LOT 6 - 01 Year

LOT 7- 01 Year

LOT 8- 01 Year

LOT 9 - 01 Year

LOT 10 - 01 Year

LOT 11 - 01 Year

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is Seven (07) days.

11. Payment (GCC Clause 16)

GCC 16.1— The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in

the form provided in the bidding documents or another form acceptable to the Purchaser.

- (ii) **On Delivery:** Eighty (80) percent of the Contract Price of the Goods delivered shall be paid against inspection certificate and upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in PKR within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Income/withholding tax shall be deducted at source as per applicable taxation laws, while making the payments.

12. Prices (GCC Clause 17)

The prices charged for the Goods supplied shall not be adjustable.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: Applicable rates shall not exceed one half (0.5) % per week and the maximum shall not exceed 10 % of the contract price.

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: **English**

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

17. Notices (GCC Clause 31)

GCC 31.1—Purchaser’s address for notice purposes:

Attention: **Mr. Rizwan Khalid**

Procurement Specialist

FATA TDP-ERP

Address: **3rd Floor, G-10 Project Office, Regional Head Office (RHO)**

Mauve Area, G-10/4, National Database & Registration Authority (NADRA)

City: **Islamabad**, ZIP Code: **44000**, Country: **Pakistan**

Telephone: **+92-51-9039-2255**, Facsimile number: **+92-51-9108352**

Electronic mail address: tdp@nadra.gov.pk

Supplier’s address for notice purposes:

Attachment to SCC: Sample Price Adjustment Formula

Not used.

Section IV. Schedule of Requirements

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery required.

Location: i. National Database & Registration Authority (NADRA), RHO Peshawar, Hayatabad, Phase-V, Peshawar, Pakistan).

S.No.	Description	Quantity	Delivery Schedule
1.	LOT = 1 Staff Tables	324 No	8 weeks from the date of contract signing.
2.	LOT = 02 Staff Chairs	324 No	8 weeks from the date of contract signing.
3.	LOT = 03 Officer Tables	24 No	8 weeks from the date of contract signing.
4.	LOT = 4 Officer Chairs	24 No	8 weeks from the date of contract signing.
5.	LOT = 5 Visitors Chairs	192 No	8 weeks from the date of contract signing.
6.	LOT = 6 Waiting Area Benches (3x Seats)	680 Benches	8 weeks from the date of contract signing.
7.	LOT = 7 Air Coolers	66 No.	8 weeks from the date of contract signing.
8.	LOT = 8 Water Coolers	39 No.	8 weeks from the date of contract signing.
9.	LOT = 9 Bracket Fans	162 No.	8 weeks from the date of contract signing.
10.	LOT = 10 Metal Detectors	54 No.	8 weeks from the date of contract signing.
11.	LOT = 11 Cash Safe	27 No	8 weeks from the date of contract signing.
12.	LOT = 12 Background Screen for Picture	81 No.	8 weeks from the date of contract signing.

Section V. Technical Specifications

Technical Specifications

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
<u>1</u>	<u>LOT = 01</u> <u>Staff Tables</u>	<p>L48" x W24" x H30"</p> <p>Fine Quality Melamine Laminated Table Only in matt finish with quality hardware & Fixtures.</p> <p>High Quality 18 gauge MS Powder coated Leg Frame (with matching color/theme).</p> <p>Surface material Thickness 1" compressed wood.</p> <p>Standard Draw Pedestal (03 x Drawers) Adjustable within the table with lock.</p> <p>(As per approved color/theme)</p> <p>Supply & Installation complete in all respect at the place of delivery/on-site.</p>
<u>2</u>	<u>LOT = 02</u> <u>Staff Chairs</u>	<p>Standard Revolving Chair with fixed Armrest.</p> <p>Seat & back cushion made of Poly Urethane Foam, upholstered with fabric/leatherette.</p> <p>5 Leg Caster Base.</p> <p>(As per approved color/theme)</p> <p>Adjustable seat height.</p> <p>Hydraulic Base.</p>
<u>3</u>	<u>LOT 03 =</u> <u>Officer Tables</u>	<p>L60" x W30" x H30"</p> <p>Fine Quality Melamine Laminated Table Only in matt finish with quality hardware & Fixtures.</p> <p>High Quality 18 gauge MS Powder coated Leg Frame (with matching color/theme).</p> <p>Surface material Thickness 1" compressed wood.</p>

		Standard Draw Pedestal (03 x Drawers) Adjustable within the table with lock. (As per approved color/theme) Supply & Installation complete in all respect at the place of delivery/on-site.
4	<u>LOT = 04</u> <u>Officer Chairs</u>	Standard Revolving Chair with fixed Armrest. Leatherette Seat & back cushion. 5 Leg Stainless Steel Base. PU Coated Nylon Wheel (As per approved color/theme) Adjustable seat height. Hydraulic Base.
5	<u>LOT = 05</u> <u>Visitor Chairs</u>	Standard Imported Chair (Non Revolving) with Armrest (As per approved color/theme)
6	<u>LOT = 06</u> <u>Waiting Area Benches</u> <u>(01 Bench= Set of 3x Seats)</u>	3x Seats Steel & MS Back highly durable. Heavy duty steel structure with superior load-bearing capacity. Imported steel powder coated Armrest and Legs. (imported)
7	<u>LOT=07</u> <u>Air Coolers</u>	Large Size Plastic Body Standard weight, movable.
8	<u>LOT=08</u> <u>Water Coolers</u>	Electric 45-50 Liters Cold and Hot Steel Body
9	<u>LOT=09</u> <u>Bracket Fans</u>	Type : Bracket Size 14" Plastic material
10	<u>LOT=10</u> <u>Metal Detector</u>	Plastic Body Standard Specification with Battery Back up

11	<u>LOT=11</u> <u>Cash Safe</u>	Cash safe made of steel body. Size:-2' x 21" x 21" Gauge: Door 12, Sides 14-16. Front Handle. 02 x Front Locks. 01 x Small draw inside. Weight: 80-100 KG. Finishing complete in all respect.
12	<u>LOT=12</u> <u>Background Screen</u> <u>for Picture</u>	Size: 5' x3' Background Color: White. Standard as per Purchaser requirements.

Section VI. Sample Forms

Sample Forms

1. <i>BID FORM AND PRICE SCHEDULES</i>	21
2. <i>BID SECURITY FORM</i>	24
3. <i>CONTRACT FORM</i>	25
4. <i>PERFORMANCE SECURITY FORM</i>	26
5. <i>BANK GUARANTEE FOR ADVANCE PAYMENT</i>	27
6. <i>MANUFACTURER'S AUTHORIZATION FORM</i>	29

1. Bid Form and Price Schedules

Date: _____
 Loan N°: _____
 IFB N°: _____

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees

Name of Bidder _____ . IFB Number _____. Page . of ____.

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price DDP named place	Total DDP per item	Unit price of Delivered duty paid (DDP) to final destination plus price of other incidental services if required ³

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

³ Must be included if required under ITB 11.2

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Purchaser]* (hereinafter called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 19____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the ____ day of _____ 20____ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Section VII. Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement

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

In accordance with Para 1.10 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 2011, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.10 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.10 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

With reference to paragraph 1.10 (a) (i) of the Guidelines:

Goods of Israeli Origin or imported from Israel. [Government of Pakistan, Trade Policy 2012-15, Import Policy Order 2013, paragraph 5 (A) (ii).]

With reference to paragraph 1.10 (a) (ii) of the Guidelines:

15, Al-Qaida and Taliban and Associated Individuals and Entities [Securities and Exchange Commission of Pakistan, Letter No. SMD/SE/2(216)/2010 dated January 15, 2015 adopted vide Gazette of Pakistan Statutory Notification S.R.O No.05 (I) 2015 dated January 7, 2015, Ministry of Foreign Affairs, Government of Pakistan.

1. Fraud and Corruption

- 1.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 1.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Section VIII - Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel,
- f. permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.