



**GOVERNMENT OF ESPÍRITO SANTO
STATE**

**Espírito Santo Integrated Sustainable
Water Management Project**

Project BIRD 8353-BR

**Bidding Document for:
Auto Tank Pump and Rescue Car Acquisition**

ICB N° 002/2020 SEAMA 1H325 – ÁGUAS E PAISAGEM

Issued on: August 20, 2020

**Purchaser: Secretary of State for Environment and Water
Resources (Secretaria de Estado de Meio Ambiente e Recursos
Hídricos – SEAMA)**

Country: Brasil



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Preface

This Standard Procurement Document (SPD) for Goods has been prepared for use in contracts financed by the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).¹ This SPD is to be used for the procurement of goods through international competitive procurement using a Request for Bids (RFB) method, one (1) envelope process in projects that are financed in whole, or in part, by the World Bank through Investment Project Financing.

To obtain further information on procurement under World Bank funded projects or for question regarding the use of this SPD, contact:

Chief Procurement Officer
Standards, Procurement and Financial Management Department
The World Bank
1818 H Street, NW
Washington, D.C. 20433 U.S.A.
<http://www.worldbank.org>

¹ IBRD and IDA are generally called the World Bank. Since the procurement requirements for IBRD and IDA are identical, “World Bank” in this SPD refers to both IBRD and IDA, and “loan” refers to either an IBRD loan or an IDA credit.

Summary

Specific Procurement Notice

Specific Procurement Notice - Request for Bids (RFB)

The template attached is the Specific Procurement Notice for Request for Bids, one-envelope Bidding process. This is the form to be used by the Borrower.

Request for Bids – Goods (One-Envelope Bidding Process)

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be completed and submitted by the Bidder as part of its Bid.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this Bidding process.

PART 2 – SUPPLY REQUIREMENTS

Section VII - Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Purchaser.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms

Specific Procurement Notice Template

Request for Bids Goods

(One-Envelope Bidding Process)

Country: Brazil

Name of Project: Espírito Santo Integrated Sustainable Water Management Project

Loan No: BIRD 8353-BR (P130682)

RFB Reference No.: ICB N° 002/2020 SEAMA 1H325 – ÁGUAS E PAISAGEM

1. The Espírito Santo State Government has received financing from the World Bank toward the cost of the Espírito Santo Integrated Sustainable Water Management Project, and intends to apply part of the proceeds toward payments under the contract for BIRD 8353-BR (P130682).
2. The Secretaria de Estado de Meio Ambiente e Recursos Hídricos do Espírito Santo - SEAMA (Environment and Water Resources Agency), through of Special Bidding Committee of the Espírito Santo Integrated Sustainable Water Management Project, now invites sealed Bids from eligible Bidders for 15 (fifteen) Auto Tank Pump and Rescue Car Acquisition, to be delivered to the Military Fire Brigade of Espírito Santo - CBMES, within a maximum of 330 (three hundred and thirty) days.
3. Bidding will be conducted through international competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers 2011 ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from the Special Bidding Committee of Espírito Santo Integrated Sustainable Water and Landscape Management Project, chaired by Mr. Robério Lamas Silva, for any clarification of doubts, through e-mail gestaoguasepaisagem@cesan.com.br.
5. The bidding document in English or in Portuguese may be purchased by interested Bidders at the Secretary of State for Environment and Water Resources web page www.seama.es.gov.br and the State Coordination of Protection and Civil Defense of Espírito Santo web page www.defesacivil.es.gov.br
6. Bids must be submitted in a physical and non-electronic format (pdf), on a USB stick, at Av. Governador Bley, 186, BEMGE Building, 3rd Floor, Centro, Vitória, ES - CEP:

29.010-150, until 10:00 a.m., 10/08/2020. Submission of bids by electronic means will not be allowed. Proposals received late will be rejected. As Proposals will be opened publicly in the presence of designated representatives of Bidders and anyone who wishes to compare at the address Av. Governador Bley, 186, Edifício BEMGE, 3º Andar, Centro, Vitória, ES - CEP: 29.010-150, at 10h30min, 10/08/2020.

7. All Bids must be accompanied by a Bid Security of 2% (two percent) of the proposal and the currency will be in Real (BRL).
8. Attention is drawn to the Procurement Regulation requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
9. The address(es) referred to above is (are):

Comissão Especial de Licitação do Programa de Gestão Integrada das Águas e da Paisagem (*Special Bidding Committee of Espírito Santo Integrated Sustainable Water and Landscape Management Project*)

- Att.: Mr. Robério Lamas da Silva, President of the Special Bidding Commission
- Av. Governador Bley, 186, BEMGE Building, 3rd Floor, Centro, Vitória, ES - CEP: 29.010-150
- E-mail: gestaoaguasepaisagem@cesan.com.br
- Websites: seama.es.gov.br; defesacivil.es.gov.br

Request for Bids
Goods
(One-Envelope Bidding Process)

Procurement of:
Auto Tank Pump and Rescue Car

RFB No: ICB Nº 002/2020 SEAMA 1H325 – ÁGUAS E PAISAGEM

Project: *Espírito Santo Integrated Sustainable Water Management Project - BIRD 8353-BR (P130682)*

Purchaser: *Secretary of State for Environment and Water Resources (Secretaria de Estado de Meio Ambiente e Recursos Hídricos – SEAMA)*

Executor: *State Coordination of Protection and Civil Defense of Espírito Santo (Coordenadoria Estadual de Proteção e Defesa Civil - CEPDEC)*

Country: *Brazil*

Issued on: *08/20/2020*

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.
- 1.2 Throughout this bidding document:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.

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

3. Fraud and Corruption

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

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

4. Eligible Bidders

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

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for

the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV

member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that

such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
- (a) relates to fraud or corruption; and
 - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Goods and Related Services

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

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

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

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

7. Clarification of Bidding Document

7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period

specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents

- 11.1 The Bid shall comprise the following:

Comprising the Bid

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Price Schedules:** completed in accordance with ITB 12 and ITB 14;
- (c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;
- (d) **Alternative Bid:** if permissible, in accordance with ITB 13;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
- (i) **Conformity:** documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and
- (j) any other document required **in the BDS.**

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be

accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

14. Bid Prices and Discounts

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

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

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

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

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

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

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of

Commerce, as specified **in the BDS**.

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

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**;
- (c) For Goods manufactured outside the Purchaser's

Country, already imported:

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the BDS**.

15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

16. Documents

16.1 To establish the eligibility of the Goods and Related

Establishing the Eligibility and Conformity of the Goods and Related Services

Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

17. Documents
Establishing the Eligibility and Qualifications of the Bidder

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply

shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

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

18. Period of Validity of Bids

- 18.1. Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
 - (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made;

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

19. Bid Security

- 19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified **in the BDS**,

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

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

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

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the

Purchaser for a period of time as stated **in the BDS**.

20. Format and Signing of Bid

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “COPIES”, all required copies

of the Bid; and,

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

21.2. The inner and outer envelopes, shall:

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

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall

Modification of Bids

include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

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

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

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

25. Bid Opening

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

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

Bid opening.

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

Securing Declaration, if one was required.

- 25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

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

28. Deviations, Reservations, and Omissions

- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements

specified in the bidding document;

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

29. Determination of Responsiveness

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

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

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

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

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

30. Nonconformities, Errors and Omissions

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

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the

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

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

**31. Correction of
Arithmetical Errors**

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

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to Single
Currency**

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

- 33. Margin of Preference**
- 33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids**
- 34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and

Qualification Criteria.

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

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.

34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

35. Comparison of Bids

35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36. Abnormally Low Bids

- 36.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

37. Qualification of the Bidder

- 37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

- 38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment,

Bids

all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

39. Standstill Period

39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

40. Notification of Intention to Award

40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

41. Award Criteria

41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

42. Purchaser's Right to Vary Quantities at

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of

Time of Award

Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

43. Notification of Award

- 43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
 - (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.
- 43.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The

Purchaser shall also publish the contract award notice in UNDB online.

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

44. Debriefing by the Purchaser

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

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

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

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

45. Signing of Contract

45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of

receiving this request.

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

45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

46. Performance Security

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

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

47. Procurement

47.1 The procedures for making a Procurement-related

Related Complaint

Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: ICB N° 002/2020 SEAMA 1H325 – ÁGUAS E PAISAGEM</p> <p>The Purchaser is: <i>Secretary of State for Environment and Water Resources</i> (Secretaria de Estado de Meio Ambiente e Recursos Hídricos – SEAMA)</p> <p>The Executor is: <i>State Coordination of Protection and Civil Defense of Espírito Santo</i> (Coordenadoria Estadual de Proteção e Defesa Civil do Espírito Santo - CEPDEC).</p> <p>The name of the RFB is: <i>Auto Tank Pump and Rescue Car Acquisition</i></p> <p>The number and identification of lots (contracts) comprising this RFB is: single lot</p>
ITB 2.1	<p>The Borrower is: <i>Espírito Santo State Government</i></p> <p>Loan or Financing Agreement amount: <i>US\$ 225.000.000 (two hundred twenty five million dollars)</i></p> <p>The name of the Project is: <i>Espírito Santo Integrated Sustainable Water and Landscape Management Project</i></p>
ITB 4.1	<p>Maximum number of members in the Joint Venture (JV) shall be: <i>there is no limit.</i></p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.</p>
	B. Contents of Bidding Document
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser's address is:</p> <p>Attention: <i>Robério Lamas da Silva - President of Special Bidding Committee of Espírito Santo Integrated Sustainable Water and Landscape Management Project</i></p> <p>Address: <i>Av. Governador Bley, 186, Edifício BEMGE, 3º Andar, Centro.</i></p>

	<p>City: <i>Vitória-ES</i></p> <p>ZIP Code: <i>CEP 29010-150</i></p> <p>Country: <i>Brazil</i></p> <p>Electronic mail address: <i>gestaoaguasepaisagem@cesan.com.br</i></p> <p>Requests for clarification should be received by the Purchaser no later than: <i>10 (ten) days before the deadline for submission of the proposal.</i></p> <p>Web page: <i>https://seama.es.gov.br/licitacoes;</i> <i>https://defesacivil.es.gov.br/programa-aguas-e-paisagens</i></p>
	<p>C. Preparation of Bids</p>
<p>ITB 10.1</p>	<p>The language of the bid is: English.</p> <p>In addition, the bidding documents are translated into Portuguese language.</p> <p>Bids shall have the option to submit their bid in any one of the languages stated above. Bidders shall not submit Bids in more than one language.</p> <p>All correspondence exchange shall be in English or Portuguese languages.</p> <p>Languages for translation of supporting documents and printed literature are English or Portuguese.</p>
<p>ITB 11.1 (j)</p>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>I - BRAZILIAN BIDDERS:</p> <ol style="list-style-type: none"> 1. Proof of registration in the “Cadastro Nacional de Pessoas Jurídicas – CNPJ; 2. Current Act of Constitution duly registered accompanied by the list of the relevant authority; 3. Proof of fiscal regularity before the Social Security “INSS”, and the National Treasury, jointly issued by the Federal Revenue Service of Brazil (RFB) and the General Attorney of the National Treasury (PGFN); 4. Proof of regularity with the FGTS; 5. Proof of tax regularity before the State Treasury, in relation to ICMS of the Bidder’s domicile and from its headquarters; 6. Proof of fiscal regularity before the Municipal Treasury, consisting of the certificate of securities from the Bidder’s domicile and from its headquarters; 7. Certification of not having entered into bankruptcy or other failure proceeds, issued by the appropriate authorities for the Bidder itself and its headquarters issued not later than 180 (one hundred and eighty) days prior to the date of receipt of the bids: <ol style="list-style-type: none"> a) In the event that the certificate submitted is positive for judicial recovery, the Bidder shall present the approval by the appropriate court of its judicial recovery plan; b) If the Bidder is a subsidiary, it must also present the certificate of its headquarters, that is, both;

8. A statement that there are no supervening facts impeding the award of the contract to the Bidder, nor it is or was not considered inapt by the Government preventing it to participate in a bidding process or signing a contract with any agency or entities of the Federal, State and/or Municipal Public Administrations;
9. Proof of non-existence of any type of debts in the Labor Court, by presenting a Certificate with Negative Debt of Labor Effects (CNDT);
10. A certificate of compliance with the Brazilian Labor Law, which prohibits the night, dangerous or harmful work to minors under 18 years of age, as well as the employment of minors under 14 years of age;
11. Use the labor force from the prison system during the execution of the Works and/or Services, whenever it is applicable.
12. Updated certificate of Legal Entity issued by the Regional Council of Engineering and Agronomy - CREA;
13. Provide public or private consortium agreement, signed by all consortium members, stating their commitments to each other and to the object of this bidding, by including the following:
 - a) The given name for the consortium, which shall be composed by: ordering the social status of the companies which constitutes the consortium (summarized), starting with the name of the lead company and followed by the names of all other members;
 - b) The composition of the consortium indicating the participant's percentage of each consortium member;
 - c) The objective of the consortium;
 - d) The indication of the lead company that will represent the consortium in this current Bidding;
 - e) The power of attorney signed by all members of the Consortium granting the leader the authority to represent them in this Bidding process;
 - f) The statement of commitment to present the registry of the consortium, if contract is awarded.

II - FOREIGN BIDDERS:

Where available in their countries of origin, foreign bidders shall submit the following documents with its bid:

- 1) Proof of Bidder's Legal Status issued by the appropriated authorities in the Country where its headquarters is located, demonstrating the legal existence of the company in addition to the authorization to work abroad.
- 2) Certification of not having entered into bankruptcy or any other form of insolvency issued by the appropriated authorities;

(a) The Bidder may submit the above requirement in its original or copies;

The documents must be accompanied by a translation into English or Portuguese in accordance with the chosen language for its bid.

III - ALL BIDDERS:

Code of Conduct (ESHS)

	<p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-clause 1.1.2.7 of the GC), to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract, including but not limited to risks associated with labor influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment etc.</p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks:</p> <ul style="list-style-type: none"> • Traffic Management Plan to ensure safety of local communities from construction traffic; • Water Resource Protection Plan to prevent contamination of drinking water; • Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts; • Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit; • Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan. <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (CESMP), in accordance with the Particular Conditions of Contract Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.</p>
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	Price quoted for the single lot must correspond to all the items specified for the contract.
ITB 14.7	The Incoterms edition is: 2020 .
ITB 14.8 (b)(i) and	Place of destination <i>Vila Velha-ES, Brazil</i> .

(c)(v)	
ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Site): <i>Av. Iracy Corteletti, nº 93, Cobilândia, Vila Velha/ES - Brasil, CEP 29.111-265.</i>
ITB 15.1	The Bidder <i>is not</i> required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 5 (five) years
ITB 17.2 (a)	Manufacturer's authorization is: required
ITB 17.2 (b)	After sales service is: required
ITB 18.1	The Bid validity period shall be 120 (one hundred and twenty) days.
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): not applicable. Proposal is non-readjustable as per IAL 14.5.
ITB 19.1	<i>The Bid Security shall be compulsory. The amount will be equivalent to 2% of the total Bid and the currency will be in Real (BRL) to be presented as a cashier's check.</i>
ITB 19.3 (d)	Other types of acceptable securities: Other types of Warranty are not acceptable.
ITB 19.9	<i>Not applicable declaration of ineligibility as the guarantee was required.</i>
ITB 20.1	In addition to the original of the Bid, the number of copies is: <i>01 copy in digital format (pdf), delivered on a flash drive upon delivery of the original proposal.</i>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Legal power of attorney duly recognized by the Notary.
	D. Submission and Opening of Bids
ITB 22.1	For <u>Bid submission purposes</u> only, the Purchaser's address is: Attention: <i>President of Special Bidding Committee of Espírito Santo Integrated Sustainable Water and Landscape Management Project</i> Street Address: <i>Av. Governador Bley, 186, Edifício BEMGE, 3º Andar, Centro.</i>

	<p>City: Vitória-ES</p> <p>ZIP/Postal Code: CEP 29010-150.</p> <p>Country: Brazil</p> <p>E-mail: <i>gestaoaguasepaisagem@cesan.com.br</i></p> <p>The deadline for Bid submission is:</p> <p>Date: October 8, 2020</p> <p>Time: 10:00 a.m.</p> <p>Bidders <i>shall not</i> have the option of submitting their Bids electronically.</p>
ITB 25.1	<p>The Bid opening shall take place at:</p> <p>Street Address: Av. Governador Bley, 186, Edifício BEMGE, 3º Andar, Centro.</p> <p>City: Vitória, ES</p> <p>Country: <i>Brasil</i></p> <p>Date: October 8, 2020</p> <p>Time: 10:00 a.m.</p>
ITB 25.6	The Letter of Bid and Price Schedules shall be initialed by _all members representatives of the Purchaser conducting this specific Bid opening.
E. Evaluation and Comparison of Bids	
ITB 30.3	The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: Real (BRL)</p> <p>The source of exchange rate shall be: Brazilian central bank</p> <p>The date for the exchange rate shall be the 28 days before the deadline for submission of Proposals.</p>
ITB 34.2(a)	Evaluation will be done for the valuation will be made for the Single Lot: the lowest bid price will be evaluated for the only item (good) that is intended to be purchased and the Contract will include it in the award to the winning Bidder.

F. Award of Contract	
ITB 42	<p>The maximum percentage by which quantities may be increased is: 50% (fifty per cent)</p> <p>The maximum percentage by which quantities may be decreased is: not applicable.</p>
ITB 45. 1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 47.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: Robério Lamas da Silva</p> <p>Title/position: President of Special Bidding Committee of Espírito Santo Integrated Sustainable Water and Landscape Management Project</p> <p>Purchaser: Secretary of State for Environment and Water Resources (Secretaria de Estado de Meio Ambiente e Recursos Hídricos – SEAMA)</p> <p>Executor: State Coordination of Protection and Civil Defense of Espírito Santo (Coordenadoria Estadual de Proteção e Defesa Civil do Espírito Santo - CEPDEC).</p> <p>Email address: gestaoaguasepaisagem@cesan.com.br</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Purchaser’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 33)

Not applicable.

Most Advantageous Proposal

The Purchaser shall use the criteria and methodologies set forth in Sections 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid will be the Bidder's Bid that meets the eligibility criteria and has been determined as:

- (a) with a high degree of compliance with the Invitation to Bid; and
- (b) at the lowest assessed cost.

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's assessment of a Bid may take into consideration, in addition to the Bid Price quoted in accordance with ITB 14.8.

2.2. Multiple Contracts (ITB 34.4)

Not applicable, as it is the acquisition of a single Good in Single Lot.

2.3. Alternative Bids (ITB 13.1)

It does not apply, as alternative proposals will not be accepted.

3. Qualification (ITB 37)

3.1 Qualification Criteria (ITB 37.1)

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

- (a) If the Bidder is a manufacturer:

- (i) Financial Capability

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

(i.i) **Financial Performance History:** Presentation of the audited balance sheet or, if not required by law of the Bidder's country, other financial statements acceptable to the Purchase, in the last 03 (years) years to demonstrate the Supplier's current financial position and long-term probable profitability.

(ii) Experience and Technical Capacity

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

(ii.i) **Non-execution of contracts History:** Non-execution of contract in the last 03 (three) years before the Bid filing deadline, based on fully resolved disputes or litigation. A fully resolved dispute or litigation is one that has been resolved in accordance with the Dispute Settlement Mechanism provided in the agreement, and when all instances of appeal available to the Bidder have been exhausted.

(ii.ii) **Pending Dispute:** All pending disputes in total must not represent more than fifty percent (50%) of the Bidder's share capital.

(ii.iii) **General Experience:** Experience in contracts for the supply of goods identical or similar to the object of this contract in the last 5 (five) years from the date of the Proposal.

(iii) Documentary Evidence

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

(b) If Bidder is not a manufacturer:

If a Bidder is not a manufacturer, but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorization Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (i), (ii), (iii) and the Bidder shall demonstrate the Financial Capability and the Documentary Evidence, as per the items (i) and (iii) above.

Section IV - Bidding Forms

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Letter of Bid

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

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

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

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

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

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

To: *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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

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

Bidder Information Form

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Bidder's JV Members Information Form

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

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none">▪ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.▪ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Price Schedule Forms

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

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C Bids, goods to be imported)								Date: _____
Currencies in accordance with ITB 15								RFB No: _____
								Page N° _____ of _____
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

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

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

(Group C Bids, Goods already imported)										Date: _____	
										RFB No: _____	
										Page N° _____ of _____	
Currencies in accordance with ITB 15											
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

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

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

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B Bids)				Date: _____ RFB No: _____ Page N° _____ of _____			
Currencies in accordance with ITB 15									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

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

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						RFB No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

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

Form of Bid Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

[Signature(s)]

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

Form of Bid Security (Bid Bond)

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

BOND NO. _____

BY THIS BOND [*name of Bidder*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact business in** [*name of country of Purchaser*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Purchaser*] as Obligee (hereinafter called “the Purchaser”) in the sum of [*amount of Bond*]² [*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

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

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

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

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

² The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration

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

Date: *[date (as day, month and year)]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

Manufacturer's Authorization

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

Section V - Eligible Countries

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

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services there are no countries excluded from this Bidding process.

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a nominated⁴ 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,

³ 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.

⁴ 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.

permit the Bank to inspect⁵ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁵ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [<i>to be provided by the Bidder</i>]
01	<p>These specifications aim to determine the acquisition of Auto Tank and Rescue Pump Car, intended for fire-fighting and rescue activities, to the Espirito Santo's Military Fire Department, equipped with water tank, Liquid Foam Generator Tank, fire bomb and other materials and accessories according to technical specifications and in compliance with EN 1846-1, EN 1846-2, EN 1846-3 e EN 1028, or NFPA 1901: 2009 and other corresponding NFPA standards, considering the most up-to-date versions of the standards cited.</p> <p>The object must be supplied new, unused, with model and date of manufacture higher than the date of contract signature, properly licensed in Espirito Santo State in name of the Espirito Santo State Fire Brigade, in accordance with the demand presented by the Corporation.</p>	15 (fifteen)	Units	<p><i>Vehicles must be delivered to the headquarters of the Department of Maintenance and Transportation of the Military Fire Department of the State of Espírito Santo, located in the Av. Iracy Corteletti, nº 93, Cobilândia, Vila Velha/ES - Brazil, Cep. 29.111-265.</i></p>	330 (three hundred and thirty days)	330 (three hundred and thirty days)	

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

3. Technical Specifications

TECHNICAL SPECIFICATION CHARGE AUTO TANK AND RESCUE PUMP VEHICLE

These specifications aim to determine the acquisition of Auto Tank and Rescue Pump Car, intended for fire-fighting and rescue activities, to the Espirito Santo's Military Fire Department, equipped with water tank, Liquid Foam Generator Tank, fire bomb and other materials and accessories according to technical specifications and in compliance with EN 1846-1, EN 1846-2, EN 1846-3/rural category e EN 1028 or NFPA 1901: 2009 and other corresponding NFPA standards, considering the most up-to-date versions of the standards cited.

The object must be supplied new, unused, with model and date of manufacture higher than the date of contract signature, properly licensed in Espirito Santo State in name of the Espirito Santo State Fire Brigade, in accordance with the demand presented by the Corporation.

Delivery must be made by the manufacturer himself or his duly authorized representatives.

Upon delivery, if the good presented does not meet the technical specifications of the object bid, the Corporation may reject it, in whole or in part, forcing the hired company to provide replacement or repair of goods not accepted within 60 (sixty) days.

1. ENTRY AND EXIT DIMENSIONS AND ANGLES

1.1 To better suit the conditions of use in the Corporation, the truck must have the following dimensions:

1.1.1. Total height in offset position (maximum): 3.500 mm.

1.1.2. Total length (maximum): 7.500 mm.

1.1.3. Length between the axis (maximum): 4200 mm.

2. CHASSIS

2.1. Chassis

2.1.1. The chassis must be new, unused, with technical assistance in Espirito Santo State, manufactured by the same company manufacturer of trim cabin, no division of responsibility and no subcontracting accepted. Technical assistance should be technically capable of performing preventive and corrective maintenance. Proof of such capacity shall be provided by a document from the manufacturer and / or dealer stating that the dealer or authorized technical assistance is fully capable of performing chassis maintenance.

2.1.2. It must be designed and constructed taking into account the characteristics of the heavy duty and special service performed by the Espirito Santo Military Fire Department.

Chassis frame materials shall be of sufficient strength to ensure chassis durability under stress under severe conditions.

2.1.3. Minimum Gross Total Weight of 15.000 kgf. (Have a load capacity to carry the weight of the superstructure, crew, tools, accessories, etc.). The proposing company must draw a sketch of the vehicle weight distribution showing the load capacity of each axle.

2.1.4. It must have wheel drive (type of drive) 4x4, dual tires on rear axles, customized for PTO Fire Service.

2.2 Exhaust System (Exhaust)

2.2.1. Exhaust or discharge piping must be located so as not to expose any part of the superstructure to excessive heat.

2.2.2. Exhaust must not be directed to any operating position of the vehicle or fire-fighting system.

2.2.3. Guards should be installed where there is a risk of operator contact with heated parts of the system. Guards shall be installed where parts of the exhaust system are exposed and may cause risk to operating personnel.

2.2.4. Exhaust pipe must be away from pump operator position and silencers/mufflers must be provided.

2.3. Steering

2.3.1. The steering system column shall have a mechanism enabling the driver to adjust his height and depth.

2.3.2. Steering must be power-assisted and heavy duty sized.

2.4. Tow Hitches and Anchor Points

2.4.1. Rear towing hitches must obey the rules in force.

2.4.2. Top anchor points, one on each side of the vehicle, with eye of at least 1.000 kgf capacity identified on site.

2.4.3. Bottom anchor points, attached to the chassis frame, one on each side of the vehicle, with eye lugging capacity of at least 4.000 kgf.

2.4.4. Bottom anchor points at the front and rear with two eye hooks attached to the chassis frame, one on each side of the vehicle, allowing the vehicle to be towed.

2.5. Seating Capacity

2.5.1. Minimum original capacity for 06 crewmembers, with the driver plus the crew chief at the front and four crewmembers at the rear, four doors, two on each side.

2.6. Differential Lock

2.6.1. The rear axle shall be equipped with differential lock, with pushbutton on the driver's panel.

2.6.2. The system shall have a drive indicator light installed on the vehicle's dashboard.

2.7. Suspension

2.7.1. Front and rear suspension shall ensure durability under severe stresses, with load capacity compatible with the specified maximum axle weight.

2.7.2. Grease nipples should be accessible without moving any part or frame or chassis.

2.8. Anti-lock Braking System

2.8.1. The brake system shall be fitted with an anti-locking system (ABS), on both axles and traction control.

2.8.2. Brake system must be pneumatic.

2.9. Motor Brake System

2.9.1 The vehicle shall be fitted with an auxiliary braking system, direct acting on the engine, known as the "engine brake" or equivalent system, with panel-mounted controls to assist and make braking procedures safer.

2.9.2. It must have a drive indicator light located on the driver's panel.

2.10. Air compressor and air reservoirs tank

2.10.1. All tanks must be equipped with automatic moisture ejectors.

2.11. Brake System Hoses

2.11.1. They must be protected against high temperatures.

2.12. Engine

2.12.1. Diesel cycle engine, minimum power of 240 HP.

2.12.2. Electronic fuel control and management

2.12.3. It must comply with the emission standards in force in the Brazilian territory (PROCONVE – CONAMA) at the time of delivery.

2.12.4. Power compatible with the load to which the vehicle will be subjected, turbo diesel (compatible with the type of diesel sold at the Espírito Santo State stations), electronic fuel injection control, which meets the Brazilian pollutant emission standards established by PROCONVE .

2.12.5. The following standard equipment shall be installed on the engine:

a) Dry Type Air Filter Assembly. Air intake restrictions must not exceed engine manufacturer's recommendations. The air intake must be protected against water ingress and burning residues.

b) Diesel fuel system shall be injector type, supplied by engine manufacturer, and shall be sized to develop rated power. The supplier must ensure

that the fuel supply lines and their filters comply with the engine manufacturer's recommendations.

- c) Drain valve and diesel water presence sensor, with audible alarm and spy light on instrument panel.
- d) Idle Lifting System
- e) A knob shall be installed on the instrument panel to accelerate and decelerate to a predetermined speed.
- f) The button can be used when the vehicle has the parking brake applied, the transmission in neutral.
- g) An engine speed controller (RPM) shall be installed to limit the maximum engine speed set by the engine manufacturer under all operating conditions.
- h) Audible and visible driver position alarms should be installed that alert high engine temperatures and low engine oil pressure.
- i) Systems with automatic engine shutdown are not allowed.
- j) Engine and transmission assembly installation must meet the engine and transmission manufacturer's installation recommendations, in accordance with the intended application.

2.13. Radiator and cooling system

2.13.1. The radiator must be installed with suitable hoses to meet temperature variations in the area of Espirito Santo State, to maintain the engine temperature so as not to exceed the maximum temperature specified by the manufacturer for all vehicle operating conditions, even under severe employment.

2.13.2. It must have an electronic monitoring system with warning on the dashboard in case of overheating.

2.14. Fuel Tank

2.14.1. Fuel tank with original factory capacity of 250 L.

2.14.2. The fuel inlet must have a cap labeled "DIESEL".

2.15. Transmission

2.15.1. The transmission must be fully automatic with torque converter. It shall offer the option of mounting a minimum of 2 power take-offs (PTO) to drive the fire pump and the power generator. The gearbox should be installed on the chassis manufacturer's assembly line.

2.16. Wheels and Tires

2.16.1. On the rear axle must be mounted 04 tires (double wheelset).

2.17. Lubrication System

2.17.1. The lubricating oil filler neck should be large enough and located for easy access.

2.17.2. The supplier shall affix permanent plates to all points of the vehicle (including redundantly in the cab), specifying the quantity and type of the following fluids and lubricants used in the vehicle, such as:

- a) Lubricant;
- b) Cooling mixture;
- c) Vehicle transmission fluid;
- d) Pump drive transmission lubricating fluid; and so on.

2.18. Maintenance accessibility

2.18.1. The vehicle must be designed so that all recommended daily maintenance can be performed easily by the operator without the need for hand tools. Vehicle components that interfere with the repair or removal of other larger components should be mounted with fasteners (cap screws, nuts, etc.) so that these components can be removed and installed with normal hand tools. These components must not be welded or permanently fixed in place.

3. SUBFRAME

3.1. A subframe (auxiliary board) should be installed over the frame members to allow the equipment to be perfectly matched to the chassis, thereby preventing undue stresses from being transferred to the equipment from the chassis and vice versa.

3.2. It must be manufactured according to the technical guidelines and the vehicle bodybuilding guidelines recommended by the manufacturer of the "chassis", thus ensuring that it is suitable to absorb flexion and torsion movements.

4. CABIN

4.1. A double cabin, original from factory (factory assembly line), manufactured by the chassis builder and in compliance with ECE R29, ECE R16, ECE R17 and ECE R14, confirmed by the chassis manufacturer's statement to be submitted together with the price proposal.

4.2. Equipped with original factory air conditioning with sufficient cooling power for the entire cab area.

4.3. The internal dimensions of the cabin, doors and cab access shall provide good ergonomic conditions in accordance with EN-1846.

4.4. The doors will have windows and all the side windows, preferably, must be activated by electrical mechanisms, original to the vehicle, excluding those proven to be impossible to be installed, with rubber seal seals, locks, latches and original hinges, of automotive line;

4.5. Sunshades on both sides (driver and passenger).

- 4.6. Floor made of high durability materials and suitable for cleaning required by fire services.
- 4.7. The interior of the cabin (floor, side and ceiling) shall be made of washable and waterproof material (ceiling and side).
- 4.8. It shall be provided with a cleaning air outlet connected to a long, quick-connect spiral hose with a spray gun that covers the entire length of the cab.
- 4.9. The cab must be secured in accordance with current safety standards and regulations, with a hydraulic tilting system, with spare cylinders supplied separately (for future maintenance). Access to the cabin shall have steps or steps with non-slip and handrails in orange or yellow (choice of contractor). Steps should be installed that provide easy access to the cab.
- 4.10. There shall be no part or construction element that may reduce the viewing and communication space between the rear and front occupants of the cabin.
- 4.11. There must be an orange or yellow handrail (choice of the contractor) on the car roof. This handrail must be embedded perpendicular to the displacement of the vehicle.
- 4.12. The height inside the cabin should provide good ergonomic conditions for the firefighters' activities.
- 4.13. The cabin shall be metallic, with anti-rust treatment (if applicable), anti-noise and thermal.
- 4.14. The cab shall have acoustic insulation in relation to the engine compartment.
- 4.15. It should preferably have out-of-cab engine start-up system for easy servicing when cab is tilted.
- 4.16. All driver-operated controls and switches should be conveniently within the driver's reach when the vehicle in motion.
- 4.17. Cab must be forward and fully tilting.
- 4.18. The engine should be easily accessible and capable of being tilted out of the cab;
- 4.19. Transmission and fluid level control devices shall be provided so as to be accessible without lifting the cab.
- 4.20. Inside the cabin, on the side of each door, handrails shall be installed on both sides. Handrails should be electrostatic painted in yellow or orange (choice of the contractor).
- 4.21. Speed and temperature information in the metric system adopted in Brazil.
- 4.22. One (01) compartment below the rear seats shall be provided, with individual opening for each seat.
- 4.23. Seats and their anchorages shall comply with ECE-R14, ECE R16 and ECE-R17.
- 4.24. The cabin shall have all audio visual signaling equipment such as: sirens, lights and other accessories typical of fire brigade activities.
- 4.25. Cab glazing shall comply with ECE-R43.
- 4.26. Handrails should be installed for easy access to all doors, yellow or orange (choice of contractor).

4.27. There shall be a storage room for 04 (four) fire helmets, inside the cabin, which will be defined in the initial project.

4.28. The cabin must be open and interconnected to facilitate communication between crew members.

4.29. Rear-view mirrors shall be electrically controlled. They should be large with their respective convex auxiliary mirrors. Your electrical controls should be located near the driver's panel. Rear-view mirrors shall be double, firmly installed, free from vibration. Additionally, it must have a curved mirror, front maneuvering mirror, right side convex auxiliary mirror.

4.30. The cabin shall be fitted with frontal impact protection system to preserve the integrity of the crew, consisting of:

4.30.1. 01 airbag for driver protection.

4.30.2. 01 airbag for garrison chief protection.

4.30.3. 02 (minimum) airbag for side protection.

4.31. Seats

4.31.1. The driver's seat shall be fitted with air suspension, height adjustment and backrest.

4.31.2. Other crew members' seats shall be fixed.

4.31.3. Original seat that do not have a RPE storage system shall have an extra layer of leather or synthetic leather.

4.31.4. All seats must have three-point seat belts.

4.32. Cabin interior lighting

4.32.1. Inside the cab, a light must be fitted to the roof of the driver's compartment, which will be activated by the switch on each door and the switch on the lamp itself.

4.32.2. Inside the trim compartment, the same lights as the driver's compartment must be placed, but in the number of 04 (four) on the ceiling, excluding the case that is proven unworkable, and the contractor must present an adequate solution for the prior approval of the bidder.

4.33. Electrical systems

4.33.1. Every electrical system of the vehicle and its devices shall comply with the requirements of International Standards. The bidder shall describe the electrical system of the vehicle and its devices.

4.33.2. A general key switch with on / off function shall be installed to operate the battery circuit.

4.33.3. There must be a plug for connecting an additional battery (starting aid) without the need to connect directly under the poles to prevent accidental errors that damage the batteries installed in the car in case of discharge of the main battery and complete preparation for front winch.

4.33.4. Shall be provided a battery charger with automatic charging system when plugged into the electrical network and whose plug is automatically ejected at the time of

starting the car. This device must have a 15 meter cable for connection, Brazilian standard, in the 220VAC or 127VAC (choice of the contractor). This system shall comply with Standard 2006/95/EG.

4.33.5. Must have a complete solution that maintains the pressure of the pneumatic network and that allows the immediate exit of the vehicle.

4.34. Other requirements

4.34.1. The dimensions of the seats will be defined by the contractor, obeying current rules;

4.34.2 The module for parameterizing the implements, when necessary, must be original of the vehicle, in compliance with international standards.

5. SOUND AND LIGHT EMERGENCY SIGNALING

5.1. Electronic sirens shall be installed, each with a minimum of 02 (two) sounding units with a capacity of at least 200 (two hundred) watts and at least three types of independent sounds. Soundproofing units should be installed as far forward as possible on the vehicle, facing forward and at a height of approximately one meter from the floor, with individual activation.

5.2. Additionally, two-tone electro pneumatic sirens, with two (F and C) tone siren, with compressor and horns shall be provided;

5.3. In addition, 01 (one) air horn should be supplied, with two tone (F and C) siren, with horns.

5.4. The visual and audible beacon control system shall be dual (one for each set of sirens) through a cab-mounted amplifier with system compatible power and independent megaphone system.

5.5. An air horn should also be installed.

5.6. Reverse siren shall be fitted, compatible with vehicle voltage and with polarity reversal protection for sound signaling when maneuvering.

5.7. The visual flag shall have the following minimum conditions:

5.7.1. Signal bar, with a minimum length of 1,800 mm, fitted with an impact protection grid in anti-corrosive material.

5.7.2. Bar made of ABS (or similar material).

5.7.3. Lighting system consisting of at least four LED modules, consisting of at least 15 LEDs suitable for illumination, of not less than 1 W each LED. The contractor may provide a similar solution of equal or greater signaling performance.

5.7.4. The visual signaler shall be controlled by a single central control with a microprocessor, microcontroller or similar equipment.

5.7.5. Two red framed LED luminaires shall be fitted to the rear and front of the vehicle bodybuilding, complying with ECE R 65.

5.7.6. 02 (two) intermittent LED warning beacon domes shall be provided at the rear and front, 01 (one) on each side, provided with impact protection grille in anti-corrosion

material. Each dome shall be frame mounted. Front mounted shall have a fully independent circuit and drive system, such as a cab on / off switch.

5.7.7. A LED system of turn signals shall be installed at the rear of the vehicle, indicating direction to be taken (right and left) with a choice of flashing frequency. The contractor may provide a similar solution of equal or greater signaling performance

5.7.8. A perimeter (minimum on the sides) LED signaling system must be installed at the rear of the vehicle.

5.7.9. The system shall be protected against polarity reversal and high voltage variations and shall shut down automatically and preventively when the voltage exceeds inappropriate values.

5.7.10. A minimum of 01 (one) sounder amplifier must be provided.

5.7.11. Megaphone system with interconnection with the car sound system shall be provided.

5.7.12. The equipment may not generate electromagnetic noise or any other form of signal that interferes with the reception of transceivers (radios) within the frequency range used by the Corporation.

5.7.13. The system must be immune to radio frequency interference (RFI), especially when the transceiver is receiving or transmitting messages or data.

5.7.14. The entire system must comply with the European Standard 2004/104/ EC (206/28/ EC) for electromagnetic compatibility.

5.7.15. The hired company may offer different item in the sound and light signaling system that has the same functionality and efficiency of the system presented, being the contractor's responsibility for approval.

6. TRANSCEIVER RADIO

6.1. A radio compartment shall be provided near the seat of the garrison chief (passanger seat).

6.2. Programming software kit (cables and CDs) should be provided. The hired company must provide a transceiver radio, which must be fully compatible with the system and with the frequency range and protocol (APCO phases 1 and 2) used by the Corporation at the time of delivery of the vehicle (frequency, miscellaneous licenses and communication protocol) and properly programmed, with audio output through the loudspeaker near the pump panel, with sound intensity compatible with the system in full operation of the pump.

7. WARNING SIGNALING

7.1. The vehicle will have 06 (six) safety signs in yellow or red (choice of contractor), positioned at the top of the vehicle, being 03 (three) on the left side and 03 (three) on the right side, at the rear end thereof.

7.2. The vehicle will have 03 (three) redundant tail lights on each side, with purpose of: Position and brake light (red), warning and direction light (yellow) and reverse light (white).

7.3. All warning signs shall be fitted with impact protection grilles in anti-corrosion material.

8. CAMERA SYSTEM

8.1. There shall be a night vision and blind spot camera system, with a monitor installed in the driver's instrument panel that enables rear view;

8.2. The rear view system shall be activated automatically when reverse gear is engaged.

9. FIRE FIGHTING SYSTEM

9.1. Tubing

9.1.1. The piping shall be constructed of stainless-steel material, AISI 316 L, allowing small sections constructed of the same material as the tank. All supply connection shall be equipped with a filter and a valve to prevent water loss. Connections and outlets for the water pump should be designed to prevent air from being drawn along when water is pumped. The design and manufacture of the suction line should prevent large particles or debris from entering the pump. Piping should be suitable for use with foamed water. The supply pipes should be painted in red and the discharge pipes should be painted in blue.

9.2. Couplings

9.2.1. All couplings used must be Brazilian Storz standard.

9.3. Fuel Filler Neck

9.3.1. A minimum of 03 (three) filler necks, designed to prevent spillage, shall be installed in a location defined by the contractor and shall allow 65mm hose coupling with Storz coupling. All nozzles should have an intelligent filling system (open and close the valve at pre-set levels - high and low - the tank to avoid water waste and facilitate operation).

9.4. Fire bomb

9.4.1. High and low pressure centrifugal type main pump, fitted to the rear of the vehicle, driven by a power take-off, with a rated flow of at least 3785 l/min at 10 bar and 250 l/min at 40 bar, certified to construction and performance in accordance with NFPA 1901 or EN 1028-1.2 in its latest edition (the bidder shall present certification issued by an internationally recognized independent certifying body). All moving parts that come in contact with water shall be made of stainless steel, chrome steel, bronze or material of equal or superior corrosion resistance, and completely insulated from water by suitable seals and with proper sealing (the contractor should provide a set of spare bearings and seal retainers for each vehicle for future maintenance). The bidder shall submit performance curve and fire pump catalog.

9.4.2. It must have a priming system from the same manufacturer as the fire pump, according to the norm. It must have a filter on the pump's external inlet with adequate and easily accessible and removable stainless steel mesh. It shall contain an automatic pressure governor that provides sensitive control of the pump's discharge pressure protecting

firefighters from sudden pressure fluctuations caused by pump shipment flow changes or a gasket closing by trim. This valve can be activated or deactivated when required.

9.4.3. An automatic thermal relief valve should be installed to prevent overheating of the pump. The valve should allow cooling water to flow when the water in the pump reaches 60°C. All components of the thermal protection device shall be compatible with foam concentrates.

9.5. Discharge outlets

9.5.1. A minimum of four (04) outlets of 65 mm shall be installed, one on each side of the rear sides, and two at the rear near the pump.

9.5.2. At least 03 (three) 40 mm outlets that must be installed in a location defined by the contractor.

9.5.3. 01 (one) hydraulic hose water line, which should be installed at the rear over the fire pump.

9.5.4. 01 (one) cannon monitor water line to be installed on the vehicle deck.

9.5.6. All outputs shall have STORZ coupling connections. Each discharge outlet shall be fitted with a valve that allows it to be opened and closed smoothly. Only different connection will be allowed on the auxiliary output for motomized wall mounted hose reel and hydraulic hose.

9.6. Drains

9.6.1. A ready accessible drain valve should be installed to allow drainage of all pipes and fittings carrying water. Drain valves must be operated without the operator having to go under the vehicle, may be close to the exits / discharges.

9.7. Valves

9.7.1. All valves shall be manually actuated except for smart and difficult to access valves, which shall also be pneumatically and manually actuated, with pressure relief system at each actuation, allowing subsequent manual control, even with pneumatic system in full operation.

9.8. Recirculation

9.8.1. It shall have at least an efficient water recirculation system, manually operated, installed in a location with easy access to the pump operator, which allows it to be closed and opened smoothly, 1 ”thick, aiming at the manual control of the return water flow to the tank, due to the use of combat techniques used by the Corporation.

9.9. Pump operator panel

9.9.1. Each pump control and other instruments required to operate the pump shall be installed on a pump operating panel, located in an easily accessible location, at the rear of the vehicle and protected against misoperation, at a location defined by the CONTRACTING PARTY, near the pump body. It should be at an accessible height for your use without stairs.

9.9.2. Commands and controls shall be performed by the operator at ground level.

9.9.3. It should be constructed with proper configuration and aesthetics and a neat finish. All commands must have signs and/or icons for identification in the Portuguese

language, or through identified stickers, defined by the contractor. Display panel may be accepted by the contractor.

9.9.4. There shall be a redundancy system for the pneumatic valve actuation system as well as the fire pump coupling / decoupling at a location defined by the contractor.

9.9.5. Lighting shall be provided for night operation with at least two (redundant) LED lamps, connected to the electrical system at chassis voltage with switch on the panel itself, and one lamp shall already have sufficient illumination to provide night identification.

9.9.6. A fire pump efficiency rating plate shall be installed on the panel.

9.9.7. The following pump controls and operation shall be installed:

9.9.7.1. Voltmeter;

9.9.7.2. Engine rev counter;

9.9.7.3. Accelerator;

9.9.7.4. Engine emergency stop command, with protection to prevent improper actuation;

9.9.7.5. Engine temperature indicator;

9.9.7.6. Engine oil pressure gauge;

9.9.7.7. Total and partial pump operating hours counter;

9.9.7.8. Low pressure gauge connected to the pump;

9.9.7.9. High pressure gauge connected to the pump;

9.9.7.10. Manovacuumeter connected to pump inlet;

9.9.7.11. Pump priming system control;

9.9.7.12. Complementary engine cooling device if required.

Note 1: The foam system controller, decided by the contractor, may be installed on the pump operating panel.

Note 2: The car shall be provided with analog indicators/gauges to measure engine temperature, inlet pressures and pump (low/high) outlet.

9.10. Cannon Monitor/Large Flow Monitor (deck and fixed/portable)

9.10.1. It shall have a Cannon Monitor/Large Flow Monitor on deck at a location defined by the contractor, a range of not less than 40 m; rotation angle of at least 270 degrees; elevation angle of at least 70 degrees; depression angle of at least 30 degrees, continuous variation of solid and foggy jet. It shall have approximate flow of 1900 L / min.

9.10.2. It shall allow a vertical (folding or telescopic) elevation, even if manually, of at least one (1) meter above deck floor.

9.10.3. It shall also be equipped with a portable water monitor cannon, hand crank control, portable oscillating system, base with safety system for protection in case of loss of stability with the ground, retractable and lockable feet, with pressure gauge, horizontal rotation of no minimum +/- 20, vertical rotation of at least 20 ° to + 50°, anchoring system, opening control and with 01 (one) splash for water. It must have an approximate minimum flow of 1900 l / min.

9.10.4. 65 mm Storz type coupling connection.

9.10.5. The bidder shall submit a monitor cannon catalog.

9.10.6. The monitor cannon on deck shall be controlled by remote and manual system.

The manual control should be easy to operate (allow to operate with extreme ease of adjustment of angle and jet manually in the absence of remote system).

9.11. Hose Reel

9.11.1. 01 (one) hose reel above the pump specific for use in urban firefighting, with 1” (25.0 mm) high pressure semi-rigid hose, minimum burst pressure 1000 psi, 40 m total, with option up to 2 bids of 20m each.

9.11.2. The hydraulic hose shall have an adjustable flow nozzle connected to the end, compatible with pump working pressure, trigger opening and closing.

9.11.3. The reel shall have a guided hose winding assistance system (which supports the effort for full length of the hoses), driven by a pneumatic, hydraulic or compressed air system, as well as an alternative hand crank, lock system and immobilization device so that when the vehicle is moved the spool will not unwind.

9.12. Automatic Foam Generator System - FGS

9.12.1. It shall have a foam inducer system made by the own manufacturer or homologated by him, suitable for the compounds used in Brazil, which allows foam induction rates in the values usually used by firefighters, and that can be provided in at least 2 (two) shipments at the choice of the bidder.

9.13. Water tank

9.13.1. The water tank shall meet the following conditions:

9.13.2. Capacity of at least 3.000 liters of water, made of AISI 316L stainless steel plate, with at least 3mm thickness, cold bent with rounded corners or copolymer material with a modulus of elasticity exceeding 1,100 MPa ($\pm 5\%$ variation allowed) according to ISO 527, a minimum thickness of 12 mm or glass fiber reinforced polyester.

9.13.3. Inside the tank shall be mounted longitudinal and transverse anti-slosh baffles, forming compartments in accordance with the current standard. It shall be equipped with a suitable lifting device.

9.13.4. The tank shall have:

9.13.4.1. 01 (one) inlet not less than 400 mm for top filler;

9.13.4.2. 02 (two) lateral fillings of at least 65 mm in a location defined by the contractor;

9.13.4.3. Overflow pipe diameter not less than 100mm;

9.13.4.4. Connection of tank to pump diameter not less than 125mm, with filter and valve;

9.13.4.5. Anti-vortex system placed at the tank outlet to the pump;

9.13.4.6. Flexible tank to pump connection;

9.13.4.7. Water level in acrylic and electronic tube on pump control panel;

9.13.4.8. Total tank emptying valve;

9.13.4.9. Settlement box;

9.13.5. Lifting eyes to suspend the tank, in case of maintenance.

9.13.6. The tank shall be designed with a system that avoids damage caused by external source filling at high pressure and volume.

9.13.7. If the contractor wants to present tank material other than the provision, it must submit the commission in advance, provided it complies with DIN 14502-2, and the contractor is responsible for approval.

9.14. Foam Generating Fluid (FGF) Tank

9.14.1. The minimum capacity of the FGF tank shall be 280L (two hundred and eighty liters), of which: 180L (one hundred and eighty liters) for FGF class B and 100L (one hundred liters) for FGF class A, duly identified, with a breather and overflow pipe at a defined level, top filling and suction tube. It shall be constructed of AISI 316L stainless steel or copolymer material with a modulus of elasticity exceeding 1,100 MPa ($\pm 5\%$ variation allowed) in accordance with ISO 527, minimum thickness 12 mm or glass fiber reinforced polyester.

10. COMPARTMENT

10.1. It may be constructed of the same material as the tank or higher quality material.

10.2. If the superstructures are made of structural aluminum, the wall thickness shall be at least 3 mm or of noticeably higher strength consisting of independent modules. These will be completely independent of the cab and the hydraulic system. The mounting of the compartments shall be in accordance with the chassis manufacturer's requirements and shall be resistant to off-road service.

10.3. The total number of compartments shall be 07 (seven), the distribution being as follows: 03 (three) on the left side, 03 (three) on the right side and 01 (one) on the rear of the vehicle.

10.4. The side compartments shall each have an aluminum louvered door up to the height of the chassis stringer top line, according to the distribution defined by CBMES at the production follow-up technical visit. Enlightenment of the compartments must be carried out by installing LED bars, with IP67 rating, that light up automatically when the compartment is opened or by means of a single control (according to the contractor). In the case of individual lighting, the automatic lighting control mechanism of each compartment shall be made within the compartment by means of a magnetic switch without contacts inside. There should be signs on the driver's cab panel that warn when there is an open compartment.

10.5. The blinds shall be provided with an opening handgrip at the bottom and shall be made of smooth aluminum profiles with a height that can be rolled over a storage cylinder located immediately after the upper end of the curtain.

10.6. The horizontal sections of the curtain - “sheets” - can be replaced individually without complete disassembly of the door.

10.7. Between the “sheets” there should be a separation with material (preferably PVC) to prevent metal-to-metal contact, accumulation of dirt and moisture entering the compartments.

10.8. The shutter material should be appropriate to the weather conditions of the Espirito Santo State.

10.9. The side joints must resist dust and dirt.

10.10. The lifting mechanism shall be of corrosion resistant material with identical locking locks and keys for all doors. This mechanism should be located at the bottom of the door.

10.11. The rear compartment shall have an aluminum louvered door up to the height of the top of the chassis spar, which will allow access to all elements referred to the fire pump (admissions, expulsions and other items).

10.12. Below the louver type side compartments (front and rear of the rear) should be installed 04 (four) lower compartments, with the function of packing material and serving as access to the upper compartment, and must support a weight of at least minimum 150 kgf, and equipped with reflective signs when opened.

10.13. Surrounding the rear, a folding landing should be made for access to the upper compartment (stirrup) and enabling the storage of reserve cylinders for respiratory protection.

10.14. Shelves or drawers made of PVC or similar material and their respective straps for storing hose runs;

10.15. In charge of the contractor (quantity and location) shall be provided with rectangular boxes with handles, in aluminum or material approved by the contractor to improve the packaging of various materials;

10.16. Brackets for securing equipment where needed, according to item 20.3.

10.17. Shelves and compartment trays distribution must be approved by the contractor at the time of the project. There shall be at least one sliding tray on each side of the vehicle (within one of the side compartments) with a capacity of not less than 150 kfg in the fully extended position. The tray shall be fitted with friction reducing ball bearings and shall be provided with automatic locking in the fully open and fully closed positions.

10.18. A sliding and hinged vertical panel (aluminum or stainless steel) should be provided to accommodate the tools. The panel should be installed inside the compartment in such a way that the tools can be fixed to the front and back of the panel. The tool panel should be hinged at two points. It shall have a locking mechanism to lock the panels within the compartment. The maximum load supported shall not be less than 120 kfg. It should be equipped with several clips and brackets for equipment described in the notice (mandatory fixing of those requested by the contractor) and whose packaging and location will be defined in project. The contractor may adjust and / or suppress the location and quantity of these shelves in order to bring better packaging of all vehicle loading material.

10.19. All internal shelves shall be constructed of high resistance aluminum sheets and profiles, copolymer material or even constituent material of the tank, and in each compartment, there shall be at least two drainage points to facilitate water flow.

10.20. In one of the existing compartments, in a location defined by the bidder, it must be insulated, properly closed, easily washable and with a drain, with specific identification, easy to clean and sanitize, allowing to properly and safely pack clothing and materials / tools used occurrences and that transportation in the vehicle cabin is not recommended.

10.21. It must have tanks equipped with supports for the transportation of various hydrocarbons and lubricants that may be used by all vehicle equipments.

11. DECKS

11.1. On the deck of the vehicle shall be built 01 (one) bracket for fixing the portable ladder, plus 03 (three) rectangular U-shaped chests for accommodation of aluminum-framed digging material, copolymer or material approved by the contractor (one on each side and another on the transverse). The dimensions will be the maximum possible (width, height and length), as long as it does not affect the mobility and operability of the other installed components. The chests shall be fitted with 01 cover with shock absorbers and end limiting devices. There shall be internal LED lighting that comes on when opening the covers and with a pilot light in the driver's cab. The backs of the chests should be covered with a rubber blanket. The covers shall have internal reinforcement and shall be fitted with easy-to-operate and durable locks. The entire fastening system and locks shall be made of corrosion resistant material.

11.2. At the rear of the vehicle there shall be 01 (one) folding ladder, with anodized aluminum steps, without sharp edges, for operators to access the deck. There should be handrails for easy access.

11.3. On all surfaces liable to transit through the trim, non-slip paint or checkered aluminum sheets with a minimum thickness of 2.5 mm, or other material of similar strength / durability (approved by the contractor), should be used, not including the raised parts.

11.4. It shall have 01 (one) extendable ladder to be stowed on the vehicle deck, that should be removed by an operator at ground level, meeting the standard EN 1147, with a capacity of at least 120 kg, with a minimum of 07 (seven) meters, manual telescopic system, mounted on cradle system.

12. LIGHT TOWERS

12.1. The vehicle shall be equipped with 02 (two) manual lifting light towers, installed in a location defined by the contractor. Tower with non-manual lifting may be accepted, just in case of that in the event of failure it is possible to retract manually to the transport position. Each tower should have a spotlight with high brightness LEDs that provides a

minimum luminous flux of 7500 lumens. It must allow position adjustment in the horizontal and vertical planes and be at least 01 m long. The spotlight should be powered by the chassis batteries. All the light towers' componentes shall be made of oxidation resistant material.

12.2. It shall additionally have 02 (two) steerable rear-facing spotlights, one on each side, constructed of corrosion-resistant material, IP67, with at least 3.000 lumens of actual light intensity, operated near or on the pump panel itself. The searchlights should allow their removal if necessary, and can be activated by extension.

12.3. In case of impossibility, the lighting system shall be powered by the generator.

13. SURFACE TREATMENT, COATINGS, PAINTING AND FINISHING OF THE CAR

13.1. The cabin, tank, body and fairings shall be painted in ROYAL RED COLOR or similar, at the discretion of the contractor, standard of the Military Fire Department of the State of Espírito Santo. The paint will be polyurethane P.U or higher material, according to the technical recommendations of the paint and surface protection product manufacturers. The doors and bumpers will have the color also defined by the contractor.

13.2. In case of steel surface, all should be subjected to abrasive blasting to metal. The car bumpers will have the color also defined by the contractor.

13.3. All chrome components should be made to the chrome-gloss film finish standard and/or process suitable to withstand weathering and any saltwater environment.

13.4. It must have reflective bands to meet CONTRAN standardization.

14. GRAPHISM

14.1. The vehicle must be properly identified and plotted according to Espirito Santo's Military Fire Department standards to be informed at the time of signing the contract with the winning bidder.

14.2. Tracks throughout the rear with high-intensity reflective prismatic material meeting FMVSS 131 and 217 or NTSP 2000 specifications, with color and layout to be defined by the Corporation.

15. REFERENCES, STANDARDS AND CERTIFICATIONS

15.1. The design and construction of the vehicle shall be in accordance with EN 1846-1, EN 1846-2 and EN 1846-3 rural category or NFPA 1901: 2009 Standards, and shall be suitable for the fire service, sufficiently robust to suit the climate conditions of Espírito Santo State and the conditions of the roads of the State, where the existence of spring breakers and holes is common;

15.2. Standards and performance testing may be replaced in whole or in part by the corresponding National Fire Protection Association standards (NFPA 1901 and other corresponding NFPA). European Standard EN 1846 1-2-3 rural category or NFPA 1901/2009 should be used in the construction and inspection of vehicles. In the event of disagreement

between this document and the technical standard, the requirements of this document shall prevail; In case of omission of requirements in this document, what is required by the technical standard applies.

15.3. Upon RECEIPT OF CARS, the contractor shall deliver certificate (s) certifying that:

15.3.1. The vehicle as a whole meets the standards EN 1846-1, EN 1846-2, EN 1846-3

15.3.2. The cab meets ECE R29 standards.

15.3.3. The seats and their fasteners comply with ECE-R 14 (seat fastening) and ECE-R 17 (automotive seat) standards.

15.3.4. The vehicle meets the 2004/108 / EG standard (electromagnetic and radio frequency interference).

15.3.5. The battery charger system meets the 2006/95 / EG standard.

15.3.6. The water tank construction complies with DIN 14502-2 (when it's the case).

15.3.7. Folding steps meet DIN 51130 Class R standard.

15.3.8. The ceiling meets DIN 53754.

15.3.9. The telescopic portable ladder complies with EN 1147.

15.3.10. The fire pump complies with EN 1028.

15.3.11. The priming pump complies with EN 1028-2.

15.3.12. All cab windows comply with ECE R 43.

15.4. Certificates of compliance with the standards referred to in items I to XII may be replaced by certificates of compliance with NFPA 1901: 2009 or other corresponding NFPA standards.

15.5. Possible exceptions to compliance, which are solely caused by compliance with the requirements of the technical specification, should be detailed in the document certifying compliance with the standards.

15.6. All certificates must be originals or certified copies, among which, those in a foreign language must have a certified translation and be in accordance with the Brazilian Civil Code, Art. 224 and the CONSULAR AND LEGAL SERVICE MANUAL OF THE MINISTRY OF FOREIGN AFFAIRS (Chapter 4 - Notarial and Civil Registration Acts), Section 7 (Authentication Documentation and Signature Recognition), sub-items 4.7.1 and 4.7.2.

15.7. These certificates will only be accepted as valid when the certification body is accredited by a Multilateral Recognition Arrangement (MRA) signatory body established by one of the following cooperations:

15.8. *Internacional Accreditation Forum, Inc. – IAF; e*

15.9. *Interamericam Accreditation Cooperation – IAAC.*

16. DOCUMENTS TO BE SUBMITTED WITH PRICE PROPOSALS

The following documents must be submitted with price proposals under penalty of disqualification.

16.1. Car catalog in Portuguese;

16.2. Layout (drawing) of all vehicle views (side, rear and top views), with vehicle dimensions, with subtitles;

16.3. Calculation of axle weight distribution;

16.4. Calculation of weight / power ratio;

16.5. Design and calculation of the Gravity Center;

16.6. Motor power and torque curves;

16.7. Hydraulic scheme with Portuguese subtitles;

16.8. Priming System Design with subtitles;

16.9. Design of the pump house structures;

16.10. Design of partitioning structures;

16.11. Design of the vehicle's hydraulic system valves and their respective construction items;

16.12. Design of the water tank fixing system to the auxiliary board;

16.13. Layout design of Fire Pump operation panel and controls with subtitles;

16.14. Catalogs, prospectuses or complete Portuguese documentation of the proposed chassis, proving that the chassis meets the requirements regarding engine power and torque, total gross weight, length and compliance with PROCONVE;

16.15. The Bidder shall provide the Bidding Committee, together with the technical documentation, Certificate of Conformity issued by the pump manufacturing stating that they comply with EN 1846 1-2-3 rural category or NFPA 1901/2016;

17. TRAINING

17.1. The contractor shall conduct at the facilities of the Military Fire Department of the State of Espírito Santo, a training for 15 (fifteen) Military Fire Department designated by the Espírito Santo State Fire Department. The training will be practical, operational and about general maintenance and should be carried out in the vehicle object of this bidding, being made a training program with individual participation for each participant;

17.2. The training should have a minimum load of 8 hours and be held in two classes on separate days.

17.3. All expenses related to instructors and teaching materials shall be borne by the contractor;

17.4. All teaching material must be in Portuguese.

18. TECHNICAL CAPACITY CERTIFICATE

18.1. One or more Certificate of Technical Capacity, issued by public bodies / entities or private companies, proving that the bidder interested in this bid has provided without restriction compatible / similar materials, equipment and services in characteristics / compatibility , quantities and terms of the object of this term of reference (terms of this notice). If the winning bidder is not the chassis manufacturer itself, it shall submit a document issued by the chassis manufacturer stating that it is approved to perform bodybuilding on the chassis structure;

18.2. It is considered compatible with the object of this bidding, and verifiable by diligence, the previous supply of special vehicles that gather, in the same set:

18.2.1. Custom chassis and cab certificated compliant with EN 1846 1-2-3 rural category or NFPA 1901: 2009;

18.2.2. Automatic transmission;

18.2.3. Foam system;

18.2.4. Fire pump in accordance with EN 1028 or NFPA 1901: 2009;

18.2.5. Water tank in accordance with DIN 14502-2 or NFPA 1901/2009 (when it's the case);

18.3. The certificates shall be provided on letterhead, signed, dated and shall also include good performance, proper maintenance and replacement of parts, as well as contain the name and nationality of the bidder's customer.

19. ASSEMBLY MONITORING

19.1. During the period of manufacture of the bodies, there will be a need for inspections by the CONTRACTING REPRESENTATIVES COMMITTEE to monitor the manufacturing process, according to the inspections below. The delivery of the vehicles will be combined with training in constructive, mechanical and electrical aspects, as well as performance and operation tests, in locations indicated by the CONTRACTED COMPANY, without charge to the Bidder.

19.2. The CONTRACTED COMPANY shall obligatorily inform the bidder through the Department of Maintenance and Transportation, monthly, the vehicle assembly stages, sending electronically photographs and constructive reports of the vehicles being assembled.

19.3. The inspections will be carried out electronically by photographs capable of demonstrating the details of the assembly and by video conference, if the Bidder so desires. They must be carried out as follows:

19.3.1. 1st Inspection: When assembling the bodywork structure. It will aim to inspect the entire structure before it is fully closed;

19.3.2. 2nd Inspection: Before sending the vehicles to the Bidder, still at the CONTRACTED COMPANY's headquarters. The objective will be to check all vehicles already with the bodywork still at the assembly site to check if all the requirements listed in the Notice have been met.

20. SPECIFIC CONDITIONS / EQUIPMENT, TOOLS AND ACCESSORIES

20.1. The vehicle shall be constructed taking into account the distribution of the load to be transported and the general service conditions to which it will be subjected, always in accordance with the norms and requirements contained in the chassis manufacturer's implementation guidelines.

20.2. All light controls and operating elements, at the request of the CONTRACTING PARTY, may be identified by self-adhesive aluminum or transparent acrylic plates with Portuguese language inscriptions. Those allocated to the cabin panel may also have their own built-in lighting for easy identification and handling.

20.3. There must be support for all equipment that will be requested by the contractor in the vehicle, preferably in stainless steel or aluminum, designed according to the shape of the equipment and approved by the Military Fire Department of Espírito Santo after meeting between the contractor and commission designated by the contractor. A fire helmet holder will also be added.

20.4. The materials described in APPENDIX I shall be packed in the vehicle, excluding only in the event of proved unenforceable or at the request of the CONTRACTING PARTY;

20.5. The CONTRACTING PARTY may, in cases of unfeasibility or aiming at better use of space, ease of packaging and / or utilization / efficiency in operational service, modify the quantity, type and location of compartments and supports.

APPENDIX I
DESCRIPTION / SPECIFICATION - LOAD MATERIAL

The quantitative of the materials contained in this list are intended to only supply and pack in a single vehicle unit.

1) DIGGING TOOLS

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	AMOUNT
01	HOE With appropriate wooden handle and minimum length of 1.30 m.	un	03
02	AXE Wooden handle between 90cm and 100cm long. Blade made of special forged carbon steel.	un	02
03	SLEDGEHAMMER Material forged and tempered carbon steel; Maximum weight of 6kfg; Octave type; Noble wood handle; Hammer clamping safety system: for greater safety in the execution of activities and protection of the fragile region of the tool, it should have a head clamping system in the bolted handle or by a similar method.	un	01
04	SLEDGEHAMMER Material forged and tempered carbon steel; Maximum weight of 1.5kfg; Octave type; Noble wood handle; Hammer clamping safety system: for greater safety in the execution of activities and protection of the fragile region of the tool, it should have a head clamping system in the bolted handle or by a similar method.	un	01

2) RESCUE MATERIAL

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	AMOUNT
01	<p>LADDER (Description of item 11.4 of the Technical Specification)</p> <p>Extendable ladder (extendable) with a minimum length of 7m (total length), with EN 1147 certificate, telescopic manual system, designed for fire services. It must have an extension and retraction mechanism with brake.</p>	un	01
02	<p>LADDER</p> <p>Telescopic ladder of minimum length of 4m (minimum total height), with EN 1147 certificate, designed for firefighter's services, permitted load of at least 270 kgf, maximum retracted length of 1500 mm; maximum weight of 20 kgf.</p>	un	01
03	<p>BASKET TYPE STRETCHER</p> <p>Stretcher type: rigid basket; material: carbon steel / polypropylene;</p> <p>Approximate measurements : width: 0.60 m; length: 2.00 m;</p> <p>Construction features: minimum 4 polyester handles for loading, possibility of use with rigid board, resistant to oxidation and impact; must be accompanied by ties allowing the victim to be accommodated.</p>	un	01
04	<p>RESCUE TRIPOD</p> <p>High strength rescue tripod made of high strength aluminum alloy.</p> <p>Anodized tubular legs must have at least eleven height adjustment points.</p> <p>The bases and body should be carbon steel, where the head should have three robust anchor points with large holes for carabiner hooks, thus allowing the load to always be correctly centered.</p> <p>The paws should have joints that allow them to settle on flat or uneven surfaces, while also allowing them to be positioned to dig into soils of moderate consistency such as compact earth or ice.</p> <p>The feet must also have holes that allow them to be fixed to the ground to prevent slipping.</p> <p>Tilting feet that accommodate flat or uneven surfaces with double clamping system: with limiting chain or tape and screw clamping system on the floor.</p> <p>Telescopic legs, which make it possible to fix the feet at different heights; Possibility of stabilization with straps;</p> <p>Easy to assemble and transport, must have components with fast locking pins that are not to be missed; Heavy duty backpack with easy-to-carry handles and vertical</p>	un	01

	<p>lifting system. Certification: CE 0248 / EN 795, NFPA 1893 - USA. Height between 1.80 and 3.50 m Resistance: minimum 47kN and 25kN with their respective heights. Weight: Approx. 40Kgf. Measurements and resilience with variations of about 10%. The reports of the certification mechanisms that certify the referred certifications in this item must be provided.</p>		
05	<p>RESCUE SAFETY BELT (PARATROOPER TYPE) Full paratrooper type, indicated for rescuing victims and user protection against falls and risks caused by level difference. Comfortable and ergonomic. You should use buckles and connection points with approximate 25 kN strength. Buckles must be quickly adjusted and actuated from galvanized forged steel, consisting of a fixed part and a moving part, so that it does not loosen after adjustment. Buckles should be easy to adjust, fast and safe to use and perfect fit for any body type. It must have six buckles, being two buckles at the waist, a buckle on each legging, a buckle for adjusting the chest and another to adjustment to the height of the dorsal point. The belt should use connection points on metal rings, three at the pelvic girdle (two sides and one front), one pectoral and one at dorsal height. Leggings and belts should be wide and padded, foam-containing phase density. The belt must use two compartments for materials with plastic protective sleeves on the sides of the pelvic girdle. Black color, the waist size 80-140 cm in waist size and 60 to 75 cm. Must meet the standards of the European Community or UIAA, with proof of independent laboratory certificate, admittedly suitable.</p>	un	03
06	<p>SELF-LOCKING DESCENDER Self-locking descender In "bright color". It must have a lever for which it is possible to control the the descent as follows: pull the lever to an intermediate point, the equipment releases for the user's descent; Pulling too much or releasing a lever locks the equipment, ensuring the user's life; With this same lever, it is possible to position the break function. It must make it possible to attach and remove the rope inside the descent without removing it from the carabiner, thus allowing it not to be lost during use; It must have an internal bite, which blocks a rope if it is improperly allowed in the device; At the tip of the lever, a yellow button should be used to contrast with the lever which is black, which when pressing, facilitates lateral progress,</p>	un	03

	<p>attached to a rope; Rope diameter: 10 mm to 11.5 mm minimum. Weight: 0,530 kgf. Material: aluminum. Workload: 250 kgf. Measurements and weights varying about 15%. The Detailed Product Technical Data Sheet should be handed, with the appropriate specifications, characteristics, technical description and their proper applications. The reports of the certifying mechanisms that attest to the certifications mentioned in this item must be provided, as well as product samples may be required. Certification: - CE EN 341 class A; - CE EN 12841 type C; - NFPA 1983 L.</p>		
07	<p>STEEL CARABINER (OVAL) It must have configuration that allows its use in rescue activities. Made of high strength forged steel, finished in the predominant color of the raw material, with a minimum capacity of 40 kN. Its weight may not exceed 350 grams. Lock type: thread (cannot be automatic); Thread and lock must be made of steel. Capacities, standards and certifications must be inscribed on the body of the equipment. It must comply with the European Community or UIAA standards, with proof through an independent laboratory certificate admittedly suitable.</p>	un	05
08	<p>ALUMINUM CARABINER (TYPE D) It must have configuration that allows its use in rescue activities. It must be constructed with lock, with curved trigger, that meets the following minimum resistances: at closed length 25 kN; at open length 10 kN; in width 08 kN. Capacities, standards and certifications must be inscribed on the body of the equipment. It must comply with the European Community or UIAA standards, with proof through an independent laboratory certificate admittedly suitable.</p>	un	02
09	<p>ASCENSION ERGONOMIC HANDLED ASCENDER Made of duralumin, with cam (follower) in stainless steel, with lock for operation and non-slip locking system and trigger in different color, rubberized handle with ergonomic design. It should allow use on ropes between 8 and 13 mm thick. It shall have 02 (two) points for connecting carabiners, one double at the top of the cam (with two holes) and one simple 01 (one) at the bottom of the cam. It must also have a hole for water or mud evacuation. It shall have a guide rope guard above the cam so that the rope is between the apparatus and the carabiner.</p>	un	03

	<p>It should have an eye for fixing maillon for stirrup connection.</p> <p>Each piece should have a maximum length of 25 cm, a grip (inner hand space) of 13 cm and a maximum weight of 350 grams (each). It must support at least 2200 kg (22KN).</p> <p>Each piece should have a maximum length of 25 cm, a grip (inner hand space) of 13 cm and a maximum weight of 350 grams (each). It must support at least 2200 kgf (22KN).</p>		
10	<p>CHEST ASCENDER CLIMBING ACCESSORY (BASIC)</p> <p>Made of duralumin, with cam (follower) in stainless steel, with lock for operation and non-slip locking system and trigger in different color. It should allow use on ropes between 8 and 13 mm thick.</p> <p>It shall have 02 (two) points for connecting carabiners, one double at the top of the cam (with two holes) and one simple 01 (one) at the bottom of the cam.</p> <p>It must also have a hole for water or mud evacuation.</p> <p>It shall have a guide rope guard above the cam so that the rope is between the apparatus and the carabiner. Each piece should have approximate dimensions of 118x75x35 mm approximate weight of 140 grams (each). It must support at least 1400 kgf (14kN).</p> <p>It must comply with the European Community or UIAA standards, with proof through an independent laboratory certificate known to be suitable.</p>	un	03
11	<p>MAILLON</p> <p>Symmetrical galvanized steel maillon, with a diameter of 05 mm, with a minimum breaking load of 14 kN and a working load of 2,8 kN and an approximate length of 50 mm.</p> <p>It must comply with the European Community or UIAA standards, with proof through an independent laboratory certificate admittedly suitable.</p>	un	03
12	<p>DESCENDER FIGURE-8</p> <p>It should be made of forged steel with nickel finish and have a shape that makes accidental locking (side ears) difficult.</p> <p>It shall have a weight-relieving hole in its body (in addition to the carabiner connection hole and rope passage hole), shall be suitable for use with a 12 mm rope and shall have a breaking load of at least 40 KN.</p> <p>It must comply with the European Community or UIAA standards, with proof through an independent laboratory certificate admittedly suitable.</p>	un	03

13	<p>RESCUE ROPE 8 MM FOR SAFETY (2.5 METERS LONG) Braided rope; composed by kernmantle; with a diameter of 07 mm; with a minimum breaking load of 15 kN; weight not exceeding 31 grams per meter; being 100% polyamide. The material must be delivered packed in a roll. It must meet the NFPA 1983 standard in the most updated versions, with proof through an independent laboratory certificate admittedly suitable.</p>	un	03
14	<p>RESCUE ROPE 8 MM FOR STIRRUP (3.0 METERS LONG) Braided rope; composed by kernmantle; with a diameter of 07 mm; with a minimum breaking load of 15 kN; weight not exceeding 31 grams per meter; being 100% polyamide. The material must be delivered packed in a roll. It must meet the NFPA 1983 standard in the most updated versions, with proof through an independent laboratory certificate admittedly suitable.</p>	un	03
15	<p>RESCUE ROPE 8 MM FOR EMERGENCY (1.7 METERS LONG) Braided rope; composed by kernmantle; with a diameter of 07 mm; with a minimum breaking load of 15 kN; weight not exceeding 31 grams per meter; being 100% polyamide. The material must be delivered packed in a roll. It must meet the NFPA 1983 standard in the most updated versions, with proof through an independent laboratory certificate admittedly suitable.</p>	un	03
16	<p>ANCHOR CABLE (15.0 METERS LONG) Braided rope; composed by kernmantle; with a diameter between 11 and 12.5 mm; with a minimum breaking load of 42 kN; 500 daN shock force with a minimum of 20 shocks with a mass of 100 kgf before it reaches the rupture; elasticity from 03 to 04% weighing 150 kgf; weight not exceeding 95 grams per meter; being 100% polyamide. The material must be delivered packed in a roll. It must meet the NFPA 1983 or EN 1891 standard in the most updated versions, with proof through an independent laboratory certificate admittedly suitable.</p>	un	06

17	<p>BACKPACK Polyamide (nylon) Material: Color: Red; Dimensions (WxHxD): 450mm x 650mm x 370mm; Partition Closure: Zipper and Velcro; Back strap: padded, material back strap: polyamide (Nylon); Strap Adjustment: With adjustment. Hand Strap: Polyamide (Nylon) material, coated with the same material; Pocket Quantity: 5; pocket position: 2 sides (one on each side); 2 front (one upper and one lower); and 1 center with internal adjustable buckles for securing the conveyed material; pocket closure: Zipper.</p>	un	02
18	<p>Y-LANYARD WITH WIDE-OPEN CONNECTORS Y-shaped double safety lanyard for fall protection in horizontal and vertical movements, with energy absorber made of 20 mm wide high tenacity polyester double straps, sewn in contrasting color, threads and flame retardant treatment, internal wear indicator, minimum breaking load of 22kN. It must have two wide-opening hooks in aluminum, minimum breakage load of 22kN, with double opening lock, fixed at the ends. Must present Certificate of Approval (CA), according to regulations of the Ministry of Labor and Employment.</p>	un	02
19	<p>7MM PRUSIC CORD SEWN ROUND (1.70 METERS LONG) Locked; composed by cape and soul (kernmantle); with a diameter of 07 mm; with a minimum breaking load of 15 kN; weight not exceeding 31 grams per meter; in 100% polyamide material. The material must be delivered packed in a roll. It must meet the NFPA 1983 standard in the most updated versions, proven by an independent laboratory certificate, known to be suitable.</p>	un	10
20	<p>7MM PRUSIC CORD SEWN ROUND (1.90 METERS LONG) Locked; composed by cape and soul (kernmantle); with a diameter of 07 mm; with a minimum breaking load of 15 kN; weight not exceeding 31 grams per meter; in 100% polyamide material. The material must be delivered packed in a roll. It must meet the NFPA 1983 standard in the most updated versions, proven by an independent laboratory certificate, known to be suitable.</p>	un	10
21	<p>FLEXIBLE RESCUE STRETCHER Laminated polyethylene plate, orange. Dimensions: length 2.440 mm, width 920 mm, thickness</p>	un	01

	<p>3.0 mm. Weight: 10.5 kgf. Stretcher made of high strength plastic material for great durability. It should be supplied with all accessories that allow its immediate use, including kit with: backpack for carrying the stretcher and other equipment, rope, steel carabiner with locking bolts, horizontal suspension straps, attachable extra straps, dockable stirrup.</p> <p>It must comply with the European Community or UIAA standards, with proof through an independent laboratory certificate admittedly suitable.</p>		
22	<p>4-STEP ETRIER WEBBING LADDER Tubular stirrup with 6 steps and handle for carabiner coupling. With a minimum breaking strength of 15 kN. Must have friction protection on the support straps.</p>	un	04
23	<p>STEEL CARABINER (HMS TYPE) It should have a configuration that allows its use in rescue activities having asymmetric shape, in order to facilitate the use in thick anchorages or multiple connections. Made of high strength forged steel, finished in the predominant color of the raw material, with a minimum capacity of 40 kN in the longitudinal direction, 16 kN in the transverse direction and 11 kN with the trigger open. Weight: may not exceed 300 (three hundred) grams. Lock type: thread (cannot be automatic); and thread and lock must be made of steel. Capacities, standards and certifications must be inscribed on the body of the equipment. It must comply with the European Community or UIAA standards, with proof through an independent laboratory certificate admittedly suitable.</p>	un	20
24	<p>ROPE (50 METERS LONG) Braided rope; composed by kernmantle; with a diameter between 11 and 12.5 mm; with a minimum breaking load of 42 kN; 500 daN shock force with a minimum of 20 shocks with a mass of 100 kgf before it reaches the rupture; elasticity from 03 to 04% weighing 150 kgf; weight not exceeding 95 grams per meter; being 100% polyamide. The material must be delivered packed in a roll. It must meet the NFPA 1983 or EN 1891 standard in the most updated versions, with proof through a certificate.</p>	un	01
25	<p>ROPE (100 METERS LONG) Braided rope; composed by kernmantle; with a diameter between 11 and 12.5 mm; with a minimum breaking load of 42 kN; 500 daN shock force with a minimum of 20</p>	un	01

	<p>shocks with a mass of 100 kgf before it reaches the rupture; elasticity from 03 to 04% weighing 150 kgf; weight not exceeding 95 grams per meter; being 100% polyamide. The material must be delivered packed in a roll.</p> <p>It must meet the NFPA 1983 or EN 1891 standard in the most updated versions, with proof through a certificate.</p>		
26	<p>O-SLING TUBULAR TAPE LOOP (1.70 METERS LONG)</p> <p>Made of 100% polyamide material, with flattening suitable for tying knots, 26 mm (01 inch) wide and at least 15 KN breaking strength. Weight per approximate meter 45 g. The material must be delivered packed in a roll.</p> <p>It must meet the NFPA 1983 standard in the most updated versions, proven by an independent laboratory certificate, known to be suitable.</p>	un	10
27	<p>O-SLING TUBULAR TAPE LOOP (3.00 METERS LONG)</p> <p>Made of 100% polyamide material, with flattening suitable for tying knots, 26 mm (01 inch) wide and at least 15 KN breaking strength. Weight per approximate meter 45 g. The material must be delivered packed in a roll.</p> <p>It must meet the NFPA 1983 standard in the most updated versions, proven by an independent laboratory certificate, known to be suitable.</p>	un	04
28	<p>EVACUATION TRIANGLE</p> <p>Rescue and rescue, manufactured in cordura and nylon, with 12 adjustment points for use in children and adults, with a minimum working resistance of 20 KN.</p> <p>It must comply with the European Community or UIAA standards, with proof through an independent laboratory certificate admittedly suitable.</p>	un	01
29	<p>BAR DESCENDER (RACK TYPE)</p> <p>Single-chord (9 to 13 mm) or double-chord (8 to 11 mm) descender, made up of movable metal bars that allow speed adjustment according to the weight of the rope or load. It must be manufactured in a “J” shape, with a carabiner connecting eye at the larger end. The placement of the rope in the apparatus must be possible from both the breast and the end, handling only the bars.</p> <p>It must meet the NFPA 1983 standard in the most updated versions, with proof through an independent laboratory certificate admittedly suitable.</p>	un	01

30	<p>RESCUCENDER Cam Shaft Cam Lock (rescucender type), to install or remove the cam lock at any point on the rope. It must have a locking brake and operate on single rope between 9 and 13 mm in diameter. The brake and axle must be attached to the blocker body. Approximate weight of 250 g. It must meet the NFPA 1983 (2017) standard, with proof through an independent laboratory certificate admittedly suitable.</p>	un	02
31	<p>DOUBLE FLAT BASE PULLEY It should have parallel pulleys (single axis, made of stainless steel or aluminum with sealed bearing), mounted on sealed ball bearing, to be used in each section with ropes up to 13 mm in diameter. It shall have a minimum diameter of the external 5.0 cm (2 inch) pulleys, oscillating side plates made of duralumin, with superior insertion for coupling of at least 02 (two) carabiners. Breaking load greater than 44 KN, maximum permissible weight 580g. The lower eye for mounting a pulley system must support at least one large carabiner. Swing plates must have a flat base to unlock a self-locking (prussic) knot when it strikes the pulley body.</p>	un	02
32	<p>SIMPLE FLAT BASE PULLEY It shall have a simple pulley made of stainless steel mounted on a ball bearing with sealed ball, minimum external diameter of 5.0 cm (2 inches), oscillating side plates made of duralumin, with top insertion for coupling of at least 02 (two) carabiners; breaking load exceeding 34 KN, working load exceeding 5 KN, maximum permissible weight 320g; for use with strings up to 13 mm in diameter. The oscillating plates must have a flat base to unlock a self-locking (prussic) knot, made by a 06 mm cord over the rope that passes through the pulley when it strikes the pulley body. It must meet the standards of NFPA 1983, European Community or UIAA in the most updated versions, proven by an independent laboratory certificate admittedly suitable.</p>	un	04
33	<p>PASS-ON PULLEY It shall have a simple pulley made of stainless steel mounted on a ball bearing with sealed ball, minimum external diameter of 57.6 cm (3 inches), oscillating side plates made of duralumin, with top insertion for coupling of at least 02 (two) carabiners; breaking load exceeding 34 KN, working load exceeding 8 KN, maximum permissible weight 1390g; for use with strings up to 19</p>	un	04

	mm in diameter. It must meet the standards of NFPA 1983, European Community or UIAA, and EN 12278 in the most updated versions, proven by an independent laboratory certificate.		
34	ORGANIZING BOARD Made of steel, with 06 (six) to 08 (eight) anchor holes. Must have a minimum resistance of 45 KN; shall permit the organized connection of the various rescue systems to the anchor point with a capacity of at least 06 (six) installations. It must have a minimum thickness of 5 mm. It must meet the European Community or UIAA standards, proven by an independent laboratory certificate admittedly suitable.	un	02
35	SPECIFIC ROPE ACCOMMODATION BACKPACK It should be made of cordura fabric; minimum capacity for 50 meters of rope; must have regulation system; handles with internal lining; have a quick-connect chest strap; Bottom eyelets, large enough for 12.5mm rope passage; adjustable straps with nylon tape; minimum two material storage pockets; structural support strap for backpack towing; reinforced vinyl backing.	un	01

3) VEHICLE EXTRICATION TOOLS

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	AMOUNT
01	HYDRAULIC POWER UNIT Power unit consisting of a hydraulic pump driven by a gasoline internal combustion engine (compatible with gasoline used in Brazil, minimum octane of 87 IAD and up to 27% of anhydrous ethanol in its composition), 04 (four) times; It must have at least 02 (two) output connectors, to allow the alternating and / or simultaneous actuation of two full-load hydraulic tools, allowing the tool to be engaged and disengaged quickly and safely, with quick coupling connection and locking, automatic, even with the power unit fully operational / pressurized, requiring no shutdown to change tools; Hydraulic fluid reservoir capable of use in the most unfavorable condition of simultaneous use of tools; The set should be structured in a format that allows easy and ergonomic transport, made of material with oxidation	un	01

	<p>resistance; Connections must have debris protection caps; Maximum weight 35 kgf; Minimum power of 2.0 kW. For each set, a quantity of original spare fluid needed to perform 03 (three) changes, stored in a plastic reservoir, valid for at least 05 (five) years shall be provided; The unit shall be accompanied by a double-hose hand-pump based for actuation in the event of a power unit failure, and shall be compatible with the use of the various tools listed in this process.</p>		
02	<p>HYDRAULIC POWER UNIT Power unit consisting of an electric motor driven hydraulic pump compatible with the voltage generated by the vehicle's power generator; It must have at least 02 (two) output connectors, to allow the alternating and / or simultaneous actuation of two full-load hydraulic tools, allowing the tool to be engaged and disengaged quickly and safely, with quick coupling connection and locking, automatic, even with the power unit fully operational / pressurized, requiring no shutdown to change tools; Hydraulic fluid reservoir capable of use in the most unfavorable condition of simultaneous use of tools; The set should be structured in a format that allows easy and ergonomic transport, made of material with oxidation resistance; Connections must have debris protection caps; Maximum weight 45 kgf; Minimum power of 1,5 kW; A quantity of spare original fluid needed to perform 03 (three) changes must be supplied, stored in a plastic reservoir, valid for at least 05 (five) years.</p>	un	01
03	<p>HYDRAULIC TELESCOPIC CYLINDER Minimum length when extended (expanded) 1,200 mm; Maximum length when retracted 650 mm; Equipped with a toe and support shoe should be designed for safe operation, without slipping or slipping, even on smooth or inclined surfaces; It should be triggered by thumb or hand touch, specific wrist or key, performed by a right-handed or non-right-handed dead man type with automatic return to neutral position when released or deactivated. Separation force of at least 200 kN on the first piston and 80 kN on the second piston consisting of one, two or three pistons, or complement, for one or two stage operation; Weight not exceeding 20 kgf. It must be fitted with overpressure safety devices;</p>	un	01

	<p>The pressure hose coupling system can be fitted directly to the tool or through double axial or coaxial hose lengths of at least 30.0 cm, with quick-release couplings with safety lock and debris protection end caps.</p> <p>A stable base bracket (jack stand) suitable as an adapter for the vehicle door pillars should be provided with the cylinder, allowing support for various working angles.</p> <p>It must comply with EN 13204 and / or NFPA 1936, version 2015, in the most updated versions.</p>		
04	<p>HYDRAULIC CUTTING TOOL Allow cutting of hardware; Body and arm structure constructed of aluminum or other high strength metal alloy; Curved blades (“parrot's beak” type) made of high hardness steel, compatible with the activity performed by Firefighter's activity; Maximum cutting aperture not less than 170 mm; Maximum cutting force equal to or greater than 1,100 KN. Maximum weight of 25 kgf; Check valve shall be provided so that there is no spontaneous movement of the valve when the operation is interrupted in case of rupture of the hoses, even under maximum load; Have a safety relief valve to interrupt work when it exceeds the working pressure limit specified for the equipment in case of excess pressure in the hydraulic line; It must be triggered by a thumb or hand touch, on the specific fist or key, performed by a right-handed or non-right-handed person, with an automatic return to neutral position when released or disengaged, as well as not allowing, under no circumstances may external pressure exerted on the tool be able to open or close the blades; The pressure hose coupling system can be fitted directly to the tool or through double axial or coaxial hose lengths of at least 30.0 cm, with quick coupler connections with safety lock and debris protection caps at the ends; Must use hydraulic fluid in accordance with the required certification of the equipment; It shall comply with EN 13204 and / or NFPA 1936 version 2015 for minimum performance level A8 / B8 / C7 / D8 / E8; It must comply with EN 13204 and / or NFPA 1936, in the most updated versions.</p>	un	01
05	<p>HYDRAULIC EXPANDER TOOL Arm body frame separator / expander tool made of aluminum or other high strength metal alloy; Wedge type separator type; Blades and tips (if any) constructed of aluminum or other</p>	un	01

	<p>high strength metal alloy; They shall be fitted with an interchangeable non-slip system for widening, as well as symmetrical opening and closing and compatible with the use of traction chains; It must have holes for coupling of traction chains and other accessories; Maximum extending force (expansion) according to EN 13204 and / or NFPA 1936 tests not less than 60 KN; Minimum opening of the blades when enlarged by at least 700 mm; Check valve shall be provided so that there is no spontaneous movement of the valve when the operation is interrupted in case of rupture of the hoses, even under maximum load; Have a safety relief valve to interrupt work when it exceeds the working pressure limit specified for the equipment in case of excess pressure in the hydraulic line; It must be triggered by a thumb or hand touch, on the specific fist or key, performed by a right-handed or non-right-handed person, with an automatic return to neutral position when released or disengaged, as well as not allowing, under no circumstances may external pressure exerted on the tool be able to open or close the blades; The pressure hose coupling system may occur either directly on the tool or through double axial hose (as long as no debris is easily allowed into the couplings), with a minimum length of 30 cm, with quick lock and safety lock connections. protective, dust / debris end caps made of aluminum; Maximum weight of 30 kgf; Must use hydraulic fluid in accordance with the required certification of the equipment; It must comply with EN 13204 and / or NFPA 1936, in the most updated versions.</p>		
06	<p>PEDAL CUTTER Tool for cutting car pedals; Minimum aperture of 40.0 mm; Cutting force of at least 120kN. Have a safety relief valve to interrupt work when it exceeds the working pressure limit specified for the equipment in case of excess pressure in the hydraulic line; Triggering by thumb or hand touch, on the specific handle or key, performed by a right-handed or non-right-handed person in any tooling position, with automatic return to the original position when the tool is released or deactivated, as well as under no circumstances allow external pressure exerted on the tool to open or close the blades; The pressure hose coupling system may occur either directly on the tool or through double axial hose (as long</p>	un	01

	<p>as no debris is easily allowed into the couplings), with a minimum length of 30 cm, with quick lock and safety lock connections. protective, dust / debris end caps made of aluminum;</p> <p>Maximum weight of 8.0 kgf;</p> <p>Use hydraulic fluid in accordance with the required certification of the equipment.</p>		
07	<p>AXIAL OR COAXIAL HYDRAULIC HOSE High pressure circuit hose assembly; It shall consist of single coaxial hose (pressure hose and return hose in the same system) or axial hose that does not allow debris to enter the couplings; Supplied in metal spool, not coupled to motor pump; Length of each hose set of 10 meters \pm 10%); They must form a single piece for coupling these to the hydraulic tools and the pump; Equipped with quick coupler connection, with safety lock and debris protection cover; It shall comply with EN 13204 or NFPA 1936, in the most updated versions.</p>	un	01
08	<p>Hydraulic Wedge For use in hard to reach places; It should allow insertion in spaces up to 15 cm; Separation force up to 15 kN; Equipped with quick coupler connection, with safety lock and debris protection cover;</p>	un	01
09	<p>STEP CHOCKS AND WEDGE SET 02 stepped wedges; 02 medium chocks; 02 tall chocks; 02 low chocks; 02 wide wedges; 02 small wedges.</p>	un	01
10	<p>VEHICLE STABILIZATION SUPPORT KIT: Composed of at least 02 outriggers, maximum retracted length of 1100mm, and extended length of at least 1700mm, length adjustments between retracted and extended position (length adjustments), base mechanism and in-vehicle lock, with storage bag.</p>	un	01
11	<p>PROTECTION KIT For application in air bags of vehicles, which allows to neutralize the impact of an accidental activation at the time of service, being one for protection of the steering wheel and another for protection of the passenger side panel. Protective canvas set for Vehicle Rescue activity, with</p>	un	02

	<p>water and abrasion resistant outer material and cut resistant inner layer.</p> <p>Rigid Rescue Protection Large size: Rescue protector, made of high-strength rigid polyethylene, measuring approximately 745 x 460 mm, with handgrip holes, used to protect the victim when rescuer accesses with release equipment.</p> <p>Rigid Small Rescue Protection: Rescue protector, made of high-strength rigid polyethylene, measuring approximately 350 x 225 mm, with handgrip holes, used to protect the victim when rescuer accesses with release equipment.</p>		
12	<p>FARM JACK OR HI LIFT JACK Approximate length of 1200 mm (± 10%); Minimum lifting capacity of 3000 kgf.</p>	un	02
13	<p>HIGH PRESSURE RUBBER AIR LIFTING BAGS SET Externally manufactured high strength rubber rescue and rescue cushions, made up of kevlar or aramid reinforcements, non-slip surface with maximum working pressure of 10 bar and minimum test pressure of 12 bar, composed of inflatable cushion with maximum area of 0, 5 m²; minimum capacity of 18 (eighteen) tons and maximum weight of 10kgf; The total lifting range of the set after fully inflated should be at least 30cm high; It should enable stacking through interlocking or coupling, making rescue and rescue techniques more flexible; It should have quick-connect coupling and locking system, allowing for faster and safer operation.</p> <p>PRESSURE REGULATING VALVE Pad sealing air relief / pressure reducing valve described in item 01, allowing use of existing cylinder in the Corporation (breathable air cylinder, volume 6.8 or 9 liters, filling pressure 300 BAR, connection DIN) or air source.</p> <p>PNEUMATIC HOSE Pneumatic hose made of thermoplastic or material of proven strength, MINIMUM 10 (ten) meters long, equipped with quick connectors for coupling in the pad described in item 1.</p> <p>The contracted company must have at least 02 (two) colors available, in which the type and quantity in relation to the color will be defined by the CONTRACTING PARTY.</p> <p>SAFETY VALVE Safety relief valve with pressure relief hose to be used on the pad described in the above item.</p> <p>CONTROL VALVE Dual air control valve for use on cushion described above.</p>	un	01

	<p>It should allow the flow of pressure regulator flow to the cushion and cushion out of the system, allowing to inflate and deflate the cushion.</p>		
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4) ELECTRICAL INTERVENTION, LIGHTING AND SIGNALING MATERIAL

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	AMOUNT
01	<p>PORTABLE BATTERY LIGHT TOWER Height range of at least 1.5 meters, minimum autonomy of 4 hours, with telescopic mast, made of high resistance material, stabilizing base and height adjustments with lock; structure made of high-strength material, which must meet the requirements of ANSI/NEMA FL1-2009, lens resistant to scratches and impacts, diffuse and focal light, with the possibility of horizontal rotation and / or vertical inclination, also compatible with power supply equipped with a cable with voltage 110 and/or 220 volts alternating. It must have a handle or carrying case and a maximum weight of 15kgf.</p>	un	02
02	<p>RECHARGEABLE LED FLASHLIGHTS High performance portable LED flashlights, IP67 or higher, manufactured in accordance with ATEX 94/9/EC for equipment for use in potentially explosive atmospheres; The main body of the flashlights shall be constructed of high strength material and shall be impact and corrosion proof. They must have a swivel head that allows their adjustment in at least 02 positions, being mandatory 0 ° and 90 °; High temperature resistant lens providing at least 100 lumens each; The flashlights shall be powered by rechargeable Li-ion battery or higher quality charge material to be supplied with the lanterns; They must have a system that allows selecting at least two lighting intensities;</p>	un	05

	<p>A base charger that allows simultaneous charging of the 05 (five) lamps shall be installed inside the cabin (in a place defined by the contractor). The charger shall have an indicative system signaling charge.</p> <p>The company must present, along with the proposal, catalogs, fact sheets or leaflets proving the fulfillment of the described specifications informing brand and model of the equipment.</p>		
<p>03</p>	<p>GENERATOR</p> <p>The generator will be driven by the engine of the car through a power take-off;</p> <p>The vehicle must be equipped with a power generator that complies with National Electrical Codes (NEC) or equivalent;</p> <p>The generator shall be capable of long-term operation without overheating and fatigue of its components.</p> <p>The generator shall have the following characteristics:</p> <p>Minimum power of 5.000 W;</p> <p>Rated voltage compatible with devices between 110 to 120V and 220V to 240V;</p> <p>Minimum amperage (at 220V) of 25 A; 60 Hz frequency;</p> <p>The activation of the generator should only be possible with the parking brake applied;</p> <p>The generator must have at least the following components: Starter switch;</p> <p>Voltmeter;</p> <p>Voltage selector switch;</p> <p>Hour meter;</p> <p>Circuit breaker;</p> <p>One 120V socket for charging up to 20A;</p> <p>One 120V socket for charging up to 30A;</p> <p>One 120 / 240V outlet for charging up to 30A;</p> <p>Battery charge terminal;</p> <p>Grounding terminal;</p> <p>The instruments should be embedded in a weatherproof and properly sized panel;</p> <p>The equipment should be designed for mobile installations subject to vibration, moisture and severe continuous use;</p> <p>All electrical wiring to the generator shall be of fine twisted copper. The wires must be sized for</p>	<p>un</p>	<p>01</p>

	<p>the load and rating of circuit breakers; Individual circuit breakers shall be provided for all in-line equipment to isolate a tripped circuit breaker so as not to affect other equipment; The equipment shall achieve the specified performance operating at varying engine revs.</p>		
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5) MISCELLANEOUS MATERIALS

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	AMOUNT
01	<p>SMALL CHAINSAW Intended for severe uses; Internal combustion engine, which uses fuel compatible with the type sold at the State of Espírito Santo stations; Minimum power: 2,0 kW; Maximum weight: 5.0 Kgf; Automatic chain lubrication; Anti-vibration or damping system; Chain brake; Saber with cutting length: minimum 35 cm and maximum 40 cm; Should come with the chainsaw: 01 Original brand saber; 01 First-line chain ready for severe use; with number of teeth that fits perfectly with the original saber supplied; 01 Combined Key; 01 plastic saber cover; 01 instruction manual in Portuguese; 01 spark plug in the engine that allows immediate use of the equipment; 01 spare original engine spark plug; 01 spare original spinneret, 02 front protection trousers, which meets ISO 11.393-2, protection class level 2 or higher, which allows overlapping over working clothes, has waist, height and width adjustment at the back of the legs.</p>	un	01
02	<p>BIG CHAINSAW Intended for severe uses; Internal combustion engine, which uses fuel compatible with the type sold at the State of Espírito Santo stations; Minimum power: 3,0 kW; Maximum weight: 6.0 Kgf; Automatic chain lubrication;</p>	un	01

	<p>Anti-vibration or damping system; Chain brake; Saber with cutting length: minimum 40 cm and maximum 50 cm; Should come with the chainsaw: 01 Original brand saber; 01 First-line chain ready for severe use; with number of teeth that fits perfectly with the original saber supplied; 01 Combined Key; 01 plastic saber cover; 01 instruction manual in Portuguese; 01 spark plug in the engine that allows immediate use of the equipment; 01 spare original engine spark plug; 01 spare original spinneret, 02 front protection trousers, which meets ISO 11.393-2, protection class level 2 or higher, which allows overlapping over working clothes, has waist, height and width adjustment at the back of the legs.</p>		
03	<p>SMALL ELECTRIC SAW Motor with voltage compatible with that of the vehicle generator; Minimum power: 1,5 kW; Maximum weight: 4,5 Kgf; Chain brake; Saber with cutting length: minimum 30 cm and maximum 40 cm; Should come with the chainsaw: 01 Original brand saber; 01 First-line chain ready for severe use; with number of teeth that fits perfectly with the original saber supplied; 01 Combined Key; 01 plastic saber cover; 01 instruction manual in Portuguese;</p>	un	01
04	<p>BATTERY GRINDER Lithium-ion battery operation or higher; Disk capacity of at least 4 ½ ”; Maximum weight of 4.0 kgf; Supplied with briefcase and 02 batteries of at least 4 Ah, with two voltage charger; It should come with a kit with 15 diamond blades for cutting concrete, universal and abrasive materials (5 units each) and compatible with the diameter of the machine.</p>	un	01
05	<p>BATTERY POWERED CORDLESS CHAINSAW Lithium-ion battery operation or higher; Maximum weight of 4.0 kgf;</p>	un	01

	Supplied with briefcase and 02 batteries of at least 4 Ah, with two voltage charger; Strike range of at least 2.5 cm; Tool-free blade change; Variable speed; Endowed with lighting; It should come with a kit with 10 metal cutting blades and 10 wood cutting blades (length defined by the contractor).		
06	ROTARY HAMMER Combined rotary hammer, perforator and breaker; compatible with power generator voltage, minimum power of 1000 W; Accessories quick coupling system; Minimum capacity of 1500 impacts per minute; variable rotation; Minimum impact force range 2J; Anti-vibration system; It must be accompanied by its own suitcase, auxiliary handle; set of drill bits compatible with a machine (minimum of 4 units), tips and chisels.	un	01
07	DISC CUTTER WITH DIAMOND DISC Internal combustion engine, 04 times, with minimum power of 5.0 kW; Compatible with cutting concrete and masonry; Anti-vibration system; That allows cutting diameters greater than 300 mm; Maximum weight of 15 kgf; It must be accompanied by a hose suitable for the equipment. It must be accompanied by disks for cutting reinforced concrete.	un	01
08	BATTERY MICRO GRINDING MACHINE Battery micro-grinding, Variable speed, equipped with lithium-ion battery or higher type, bivolt battery charger, battery charge indicator, with various accessories (cutting disc, sharpening disc, sandpaper tubes, felts, rods, among others). It must be equipped with a key to change accessories and a carrying case.	un	01

6) PROTECTIVE MATERIAL

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	AMOUNT
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01	<p>MULTI-GAS DETECTOR Portable monitor that can be equipped with at least 4 sensors, having necessarily 01 catalytic sensor (LEL / CH₄) and 03 electrochemical sensors (O₂, H₂S, CO), with simultaneous detection; Powered by rechargeable battery with less than 4 hours of charge time and over 12 hours of use; Have liquid crystal display with simultaneous indication of all gases being monitored, as well as TWA (maximum allowable gas exposure concentration for 8 consecutive hours) and STEL (maximum allowable gas exposure concentration for 15 consecutive minutes) values ; Have three types of alarm: audible, visual and vibration integrated into the device. Features: Battery status, TWA and STEL continuously monitored, generating different alarm cadences (pre-alarm / main alarm) when required. Have menu option in Portuguese; Have universal language through icons, replacing written texts; Be accompanied by a complete kit: battery, charger, bag / carrying case; proper packaging for the apparatus and its complements; The portable monitor and its complements shall be intrinsically safe, explosion proof covering zones 0, 1 and 2, duly approved by INMETRO; Degree of protection: IP 66/67; It should be accompanied by station and cylinder for calibration.</p>	un	01
02	<p>THERMAL CAMERA Must have hot and cold spot tracker; Smart focus; Transparent coloring; Minimum resolution of 75.000 pixels; Laser pointer; Direct and timely reading of temperatures; Have NFPA and / or EN certification; Reading accuracy $\pm 2^{\circ} \text{C}$ or $\pm 2\%$; It must be intrinsically safe with approval for use in potentially explosive atmospheres (including zone 1 - ATEX).</p>	un	01
03	<p>RESCUE HELMET WITH PROTECTIVE GLASSES</p>	un	05

	<p>Protective helmet suitable for rescue operations, Orange color.</p> <p>The equipment must have a certificate of approval of personal protective equipment;</p> <p>The helmet should provide protection to the skull and face of the user, against thermal agents and impacts;</p> <p>The helmet shell shall be made of high impact resistance polycarbonate and certified to EN443 (for flame resistance) and EN12492 standards;</p> <p>The outside of the helmet shall be fitted with reflective vinyl tapes with silver glass microspheres in order to increase the combatant's visibility in low light conditions;</p> <p>The hull shall have a longitudinal ridge with a ventilation system throughout;</p> <p>The total weight of the equipment should be a maximum of 900g, including the glasses specified below;</p> <p>The helmet must have a system for adjusting the size of use, to meet cephalic perimeters from 52cm to 64cm;</p> <p>The external finish should be in glossy polyurethane;</p> <p>The hull shall have an impact absorption system formed by two basic parts: molded foam plate (in lateral position); Suspension set.</p> <p>The suspension assembly shall have a horizontal ratchet with at least two adjustment points;</p> <p>The suspension set shall also consist of shock absorbing strips, distributed to a maximum of 04 points;</p> <p>Head circumference strips that have direct contact with the user's head should be made of antiallergic leather;</p> <p>The suspension assembly shall also have two-position front area adjustment and ventilated mesh to protect the user's head;</p> <p>The helmet should have a jugular strap fixed at three points for better fixation and stability of the equipment. One of these points should be fixed to the rear of the suspension, another to the left and the last to the right, all internally;</p> <p>At the rear of the helmet, there should be a neck protector in thermal radiation resistant fabric, made</p>		
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	<p>of aramid and meta aramid; The helmet shall be provided with wide vision goggles with elastic and adjustable attachment; Goggles shall have a unified transparent viewfinder with two internal anti-scratch and anti-fog lenses and shall comply with standards for impact protection against flying particles, dust, smoke, radiant heat and chemical splash; Goggles shall be sealed in moldable material and shall comply with EN166.</p>		
04	<p>RESPIRATORY PROTECTION EQUIPMENT Cylinder fixation strap made of para-aramid fiber or superior material; Easy-to-use cylinder support; Minimum air reserve alarm; Photo luminescent pressure gauge on the high pressure line (“back-luminescent background”, that is, be visible in the absence of light); Compatible with 6.8 liter cylinders; Facial piece with wide peripheral vision and anti-fog, in black color; The cylinder shall consist of an aluminum inner cylinder and a carbon fiber, glass fiber and epoxy resin finish, 6.8 liters, minimum 300 bar, with a protective cover and reflective bands; Hitchhiking and escape hood made of flame retardant material; Certified according to EN 137 (Type 2 or higher) and / or NFPA (last edition); Note: Each breathing apparatus must be accompanied by 05 (five) face masks, equipped with a radio phone system. The system must have a noise and interference reduction system other than voice communication. It must have a connector that fits at least 01 (one) type of transceiver used by the Corporation (Models: Tait TP 9100, TP 9400 or Harris XG 25P) and PTT (Push To Talk) with activation even with individual protection equipment, type “control unit” or equivalent, simple to handle and operate and resistant to impacts/traction, with sufficient size for handling and operate/connection between the transceiver, the accessory and the mask.</p>	un	05

7) FIRE EXTINCTION / FIRE FIGHTING EQUIPMENT

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	AMOUNT
01	FIXED / PORTABLE CANNON MONITOR According to specifications contained in item 9.10.	un	01
02	FIREFIGHTING LOW PRESSURE NOZZLE Having handle and opening and closing valve; Flow and jet regulator with stainless steel toothed outer ring and self-cleaning position; Storz connection; Adjustable flow; Weight less than 3 kg; Certified to EN 15182-1,2,3; Compatible with coupling apparatus for foam production.	un	04
03	ADAPTABLE WATER SQUIRTER DEVICE Compatible with item 2 for foam production from water + LGE blend release.	un	04
04	ADJUSTABLE FOAM MIXER DISPENSER Accurate regulation of foam concentration at least 1%, 3% and 6%; Storz connection; Suction tube included for insertion in drums.	un	01
05	WYE Storz connection: one input of 2 ½” and two outputs 2 1/2”; Opening / closing control; Certified to DIN 14365	un	02
06	WYE Storz connection: one input of 2 ½” and two outputs 1 1/2”; Opening / closing control; Certified to DIN 14365	un	02
07	GATED SIAMESE Storz connection: input 02 feeds of 2 ½” and 01 output of 2 1/2” Opening / closing control; Certified to DIN 14365.	un	01
08	65 mm HOSES	un	08

	Type 05 hoses to NBR 11861, 65 mm diameter at 15 meter lengths, minimum burst pressure of 55 kgf/cm ² , working pressure of 14 kgf/cm ² , with quick coupling tie storz.		
09	40 mm HOSES Type 05 hoses to NBR 11861, 40 mm diameter at 15 meter lengths, minimum burst pressure of 55 kgf/cm ² , working pressure of 14 kgf/cm ² , with quick coupling tie storz.	un	06
10	SUCTION HOSES At least 02 meters each and 05 inches in diameter; Intended for coupling to the main fire pump; With drain and vacuum basket.	un	04
11	HOSE KEYS Storz fitting for various sizes.	un	06
12	FOREST FIRE FIGHTING WATER HAND PUMP BACKPACK Flexible backpack for water transport and fire fighting Capacity at least 16 liters, continuous jet, auxiliary compartment for storing material, equipped with belt and handles. EN or NFPA certified	un	02
13	FOREST FIRE SWATTER Blade Material: Rubber; Handle made of light and high resistance material; Handle length: at least 1.5 m; Reinforced support connecting the rubber blade to the handle.	un	04
14	HYDRANT STAND PIPE KEY WITH ADAPTORS Made of torsion resistant material. Measuring 1200 mm in length, T-type, with reduction adapter 30 mm x 30 mm to 20 mm x 20 mm to fit the pistons of the registers.	un	01
15	FIREFIGHTING FOAM NOZZLE Adjustable, equipped with handle and flow control and flow adjustment, built-in suction tube. Certified according to EN or NFPA;		

8) OWN VEHICLE AND EQUIPMENT TOOLS AND SPARE PARTS

ITEM	DESCRIPTION	UNIT OF MEASUREMENT	AMOUNT
01	MAINTENANCE TOOLS/WRENCH BOX Minimum of 60 pieces containing: 10 "ratchet ½" socket; Extension 5 "½" socket; Extension 10 "½" socket; Sliding T-handle with ½" socket; Riveting hammer; Curved jaw locking plier; Flat-tip short screwdriver; Cross-tip short screwdriver; Adjustable key 10"; 18 "½ Spline sockets": 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 32; 05 Flat tip screwdrivers: 3 x 75, 5 x 100, 6 x 125, 8 x 150, 9 x 150 mm; 09 Different sizes ratchet Hex Wrench: 1,5 a 10 mm; 14 Combined keys: 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 21 e 22 mm.	un	01
02	WHEEL CHOCKS Metallic or high-strength material.	un	02

4. Drawings

This bidding document includes **no** drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

5.1 ASSEMBLY MONITORING

5.1.1. During the period of manufacture of the bodies, there will be a need for inspections by the CONTRACTING REPRESENTATIVES COMMITTEE to monitor the manufacturing process, according to the inspections below. The delivery of the vehicles will be combined with training in constructive, mechanical and electrical aspects, as well as performance and operation tests, in locations indicated by the CONTRACTED COMPANY, without charge to the Bidder.

5.1.2. The CONTRACTED COMPANY shall obligatorily inform the Bidder through the Department of Maintenance and Transportation, monthly, the vehicle assembly stages, sending electronically photographs and constructive reports of the vehicles being assembled;

5.1.3. The inspections will be carried out electronically by photographs capable of demonstrating the details of the assembly and by video conference, if the Bidder so desires. They must be carried out as follows:

- I. 1st Inspection: When assembling the bodywork structure. It will aim to inspect the entire structure before it is fully closed;
- II. 2nd Inspection: Before sending the vehicles to the Bidder, still at the CONTRACTED COMPANY's headquarters. The objective will be to check all vehicles already with the bodywork still at the assembly site to check if all the requirements listed in the Notice have been met.

PART 3 – Contract

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

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

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

- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the **SCC**.

2. Contract Documents

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

3. Fraud and Corruption

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

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

4. Interpretation

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

4.2 Incoterms

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

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

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of

goods from that country or any payments to any country, person, or entity in that country.

10. Settlement of Disputes

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

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

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Inspections and Audit by the Bank

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

11.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to

a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and** 17.1 For goods manufactured outside the Purchaser's Country, the

Duties

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

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

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

18. Performance Security

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

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

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

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

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such

information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

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

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

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses

3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

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

24. Insurance

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

Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

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

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

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

26. Inspections and Tests

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

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

26.3 The Purchaser or its designated representative shall be entitled

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

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

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

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

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

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

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as

liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

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

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

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

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

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

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

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims,

demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

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

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

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

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

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right

registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

31. Change in Laws and Regulations

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

32. Force Majeure

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

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such

events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

33. Change Orders and Contract Amendments

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

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

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

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

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

- (a) the proposed change(s), and a description of the

difference to the existing contract requirements;

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

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

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

without compromising the necessary functions of the Facilities.

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

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

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

34. Extensions of Time

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

case the extension shall be ratified by the parties by amendment of the Contract.

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

35. Termination

35.1 Termination for Default

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

35.2 Termination for Insolvency.

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

accrue thereafter to the Purchaser

35.3 Termination for Convenience.

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

36. Assignment

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

**37. Export
Restriction**

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

APPENDIX TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁶ (ii) to be a nominated⁷ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁸ 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

⁶ 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.

⁷ 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.

⁸ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's Country is: Brasil
GCC 1.1(j)	The Purchaser is: Secretary of State for Environment and Water Resources (Secretaria de Estado de Meio Ambiente e Recursos Hídricos – SEAMA) The Executor is: State Coordination of Protection and Civil Defense of Espírito Santo (Coordenadoria Estadual de Proteção e Defesa Civil do Espírito Santo - CEPDEC).
GCC 1.1 (o)	The Project Site/Final Destination is: Vehicles must be delivered to the headquarters of the Department of Maintenance and Transportation of the Military Fire Department of the State of Espírito Santo, located in the Av. Iracy Corteletti, nº 93, Cobilândia, Vila Velha/ES - Brazil, Cep. 29.111-265.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2020 .
GCC 5.1	The language shall be: _____
GCC 8.1	For notices , the Purchaser's address shall be: Attention: Robério Lamas da Silva Street Address: Av. Governador Bley, 186, Edifício BEMGE, 3º Andar, Centro. City: Vitória, ES ZIP Code: CEP: 29010-150 Country: Brazil Electronic mail address: gestaoaguasepaisagem@cesan.com.br
GCC 9.1	The governing law shall be the law of: Brazilian
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

	<p align="center"><i>(a) Contract with foreign Supplier:</i></p> <p>GCC 10.2 (a) - Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p align="center"><i>(b) Contracts with Supplier national of the Purchaser's Country:</i></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc., as well as other supporting shipment documents and guarantors of actual on-site delivery set forth in CGC 1.1 (o)</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
<p>GCC 16.1</p>	<p><i>Sample provision</i></p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in [insert currency of the Contract Price] in the following manner:</p> <p>(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 "Unconditional Guarantee" for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon</p>

	<p>submission of documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in _____ [currency] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser’s Country:</p> <p>Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in _____ [currency], as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 (<i>thirty</i>) days.</p> <p>The interest rate that shall be applied is 0,01% per day</p>
GCC 18.1	<p>The amount of the Performance Security shall be 2% of payment of the Contract</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of “a Demand Guarantee” or” a Performance Bond”.</p> <p>If required, the Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price”</p>

GCC 18.4	Discharge of the Performance Security shall be as described in GCC 18.4
GCC 23.2	The packing, marking and documentation within and outside the packages shall be as described in GCC 23.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 25.2	Incidental services to be provided are not applicable.
GCC 26.1	<p style="text-align: center;">ASSEMBLY MONITORING</p> <p>1. During the period of manufacture of the bodies, there will be a need for inspections by the CONTRACTING REPRESENTATIVES COMMITTEE to monitor the manufacturing process, according to the inspections below. The delivery of the vehicles will be combined with training in constructive, mechanical and electrical aspects, as well as performance and operation tests, in locations indicated by the CONTRACTED COMPANY, without charge to the Bidder.</p> <p>2. The CONTRACTED COMPANY shall obligatorily inform the Bidder through the Department of Maintenance and Transportation, monthly, the vehicle assembly stages, sending electronically photographs and constructive reports of the vehicles being assembled;</p> <p>3. The inspections will be carried out electronically by photographs capable of demonstrating the details of the assembly and by video conference, if the Bidder so desires. They must be carried out as follows:</p> <ol style="list-style-type: none"> I. 1st Inspection: When assembling the bodywork structure. It will aim to inspect the entire structure before it is fully closed; II. 2nd Inspection: Before sending the vehicles to the Bidder, still at the CONTRACTED COMPANY's headquarters. The objective will be to check all vehicles already with the bodywork still at the assembly site to check if all the requirements listed in the Notice have been met.
GCC 26.2	The Inspections and tests shall be conducted at: at the bodybuilder's headquarters, in premises indicated by him.
GCC 27.1	The liquidated damage shall be: 0,25% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 3,0%
GCC 28.3	<p>GUARANTEE CONDITIONS / OBJECT TECHNICAL ASSISTANCE</p> <p>1. The Supplier shall provide GENERAL GUARANTEE, under the penalties of the Law and in accordance with the rules in force, from the date of definitive receipt by the Purchaser upon completion of the Circumstantiated Receipt Agreement, as follows: 12 (twelve) months for</p>

	<p>the object; which will be counted from the date of acceptance of the object.</p> <p>1.1. GENERAL WARRANTY means that the Supplier is obliged, regardless of whether or not to be the manufacturer of the product, to replace any defective unit (s), at any time, of manufacture or divergence with the specifications provided, at no cost to the Purchaser, provided that these do not come from improper operation or handling.</p> <p>1.2. Revisions by mileage or time provided for in the chassis manufacturer's manual will be free of charge, including replacement of parts and performance of services, during the GENERAL WARRANTY period.</p> <p>2. In addition to the general warranty, SPECIFIC WARRANTIES shall be provided as follows:</p> <p>2.1. 5 (five) years for the cabin structure;</p> <p>2.2. 5 (five) years against corrosion for painting;</p> <p>2.3. 5 (five) years for electronic commands;</p> <p>2.4. 3 (three) years for chassis, including automatic transmission (with full mileage review), being mandatory the existence of a concessionaire in the State of Espírito Santo to provide the service;</p> <p>2.5. 5 (five) years for the fire pump;</p> <p>2.6. 5 (five) years for firefighting valves;</p> <p>2.7. For other materials and accessory equipment, according to the warranty period provided by the respective manufacturer, whose certificate will accompany each car;</p> <p>2.8. The supply of spare parts and other components necessary for the operation of the vehicle (chassis, engines, cabin, superstructure, etc.) is guaranteed during the period of the general warranty, without charge to the Purchaser. The term for replacement of the unit or for correction of any defects found in the vehicle or equipment during the warranty periods of said items or for the supply of spare parts shall be 60 (sixty) calendar days from the date of communication by the Purchaser to the Supplier for the necessary corrections to the adequacy of the object, being subject to non-compliance with any of the deadlines provided, to the application of the penalties provided for by law.</p>
<p>GCC 28.5, GCC 28.6</p>	<p>The period for repair or replacement shall be 60 (sixty) days.</p>
<p>GCC 33.4</p>	<p>Not applicable</p>

Attachment: Price Adjustment Formula

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

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

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

$$a+b+c = 1$$

in which:

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

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

$a = [insert\ value\ of\ coefficient]$

$b = [insert\ value\ of\ coefficient]$

$c = [insert\ value\ of\ coefficient]$

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

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

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

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the

Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

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

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

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

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

Section X - Contract Forms

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Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

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

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

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

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

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

The debriefing may be in writing, by phone, video conference call or in person. We shall

promptly advise you in writing how the debriefing will take place and confirm the date and time.

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

5. How to make a complaint

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

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

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

Further information:

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

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

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

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

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

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

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

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

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

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

To: *[insert complete name of Purchaser]*

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

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

Details of beneficial ownership

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

<i>of residence]</i>			
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OR

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

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

OR

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

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

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

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

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

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

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

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

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

Subject: *Notification of Award Contract No.*

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

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)

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

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

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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

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

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

[signature(s)]

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

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

Option 2: Performance Bond

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

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

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

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

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

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

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

[signature(s)]

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